

APPENDIX G

Osborne Property Agricultural Easement;
County-MALPF Written Coordination





OCT 16 2017

Joe McKelvey, Manager
jmckelvey@ccg.carr.org

Phone: 410-876-9885
Fax: 410-840-2986

Ms. Chana Kikoen Turner, Administrator
Maryland Agricultural Land Preservation Foundation (MALPF)
Maryland Department of Agriculture
50 Harry S. Truman Parkway, Room 104
Annapolis, Maryland 21401-8960
August 1, 2017

Dear Ms. Turner,

On behalf of Carroll County, I am writing to initiate consultation with MALPF regarding the County's proposed plan of development for the Carroll County Airport (DMW). As you are aware from discussions during a November 2, 2016 meeting with County representatives, the County, in conjunction with the Federal Aviation Administration (FAA) and Maryland Aviation Administration (MAA) has prepared a development plan for the Airport which depicts a longer (5,500 foot), replacement runway as an initial build (Phase 1) and the potential for a 900' runway extension (to 6,400 foot) in the Ultimate phase (Beyond 20 Years). This development plan was approved by the FAA and MAA in 2015; the County is now in the process of finalizing an Environmental Assessment, per FAA requirements.

The Proposed Action included in the Environmental Assessment requires that the County acquire an aviation easement over the majority of an 80± acre parcel northwest of the Airport for airspace protection, and the fee simple acquisition of the remaining, 0.3± acre portion of this parcel to prevent incompatible land uses in this area. No airfield construction is proposed on the parcel to be acquired, although tree obstructions to protected airspace were identified during the 2015 planning effort and must be removed.

The 0.3± acres is within the Runway Protection Zone (RPZ), which FAA requires be kept clear of people and property for safety purposes; thus, purchased in fee simple.

The Ultimate development concept would require the fee simple acquisition of approximately 28 additional acres of this parcel, as this area would be located within the Ultimate RPZ. While no development (paving, impervious surface, etc.) is proposed in this area, the Ultimate development plan does propose the installation of an approach lighting system, which is a permitted use within the RPZ by FAA regulations.

There is an agricultural preservation easement over the entire property that was purchased by MALPF in 1984. According to the easement, the land shall be preserved solely for agricultural use, although the property owners reserve the right to selectively cut or clear trees on the parcel. The easement is perpetual and "runs with the land".

The easement and two exhibits depicting the County's Phase 1 and Ultimate development plans are enclosed for your reference.



From a July 6, 2017 phone conversation between our Consultant, Delta Airport Consultants, Inc., and your colleague, Michelle Cable, we understand that, due to the existing agricultural preservation easement, MALPF would allow subdivision of the property for agricultural purposes only; therefore the County's proposed fee simple acquisition of the 0.3 acre parcel in Phase 1 is not possible unless the County demonstrates ability to exercise condemnation authority.

To satisfy land needs for the Phase 1 development plan, the County proposes to move forward with one of the following two options:

1. Acquire the entire parcel in fee simple
2. Extend an offer to the property owner for the 0.3 acre fee simple portion and avigation easement over the remainder of the parcel, and demonstrate that the County has the ability to exercise condemnation authority

We understand that in either of these scenarios, MALPF would likely not oppose the transaction. We understand that in the case of a full acquisition of the parcel, the agricultural preservation easement would transfer to the new property owner.

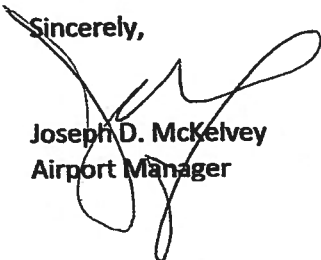
In regards to the Ultimate development concept, if the County moves forward with Option 1 and acquires the entire parcel in fee simple, then the 28 acres required during the Ultimate concept phase would already be available for airport development needs. We do not see restrictions in the preservation easement language which would proscribe the proposed installation of an approach lighting system in the Ultimate phase.

If the County moves forward with Option 2, then our intention is to either purchase the remainder of this parcel in fee simple during the Ultimate phase, or exercise condemnation powers to acquire the additional 28± acres potentially needed during the Ultimate phase.

We would like to discuss the County's proposed Phase 1 and Ultimate development plans on this adjacent parcel with you and are available for an in-person or telephone conversation at your convenience. Our the intention is to reach a solution that allows the County's development plan to move forward as approved by FAA/MAA, while respecting the constraints of the agricultural preservation easement held by MALPF. The County is committed to acquiring the property in one of the two manners as described above, and appreciates the cooperation and guidance provided by MALPF as we initiate this process.

Sincerely,

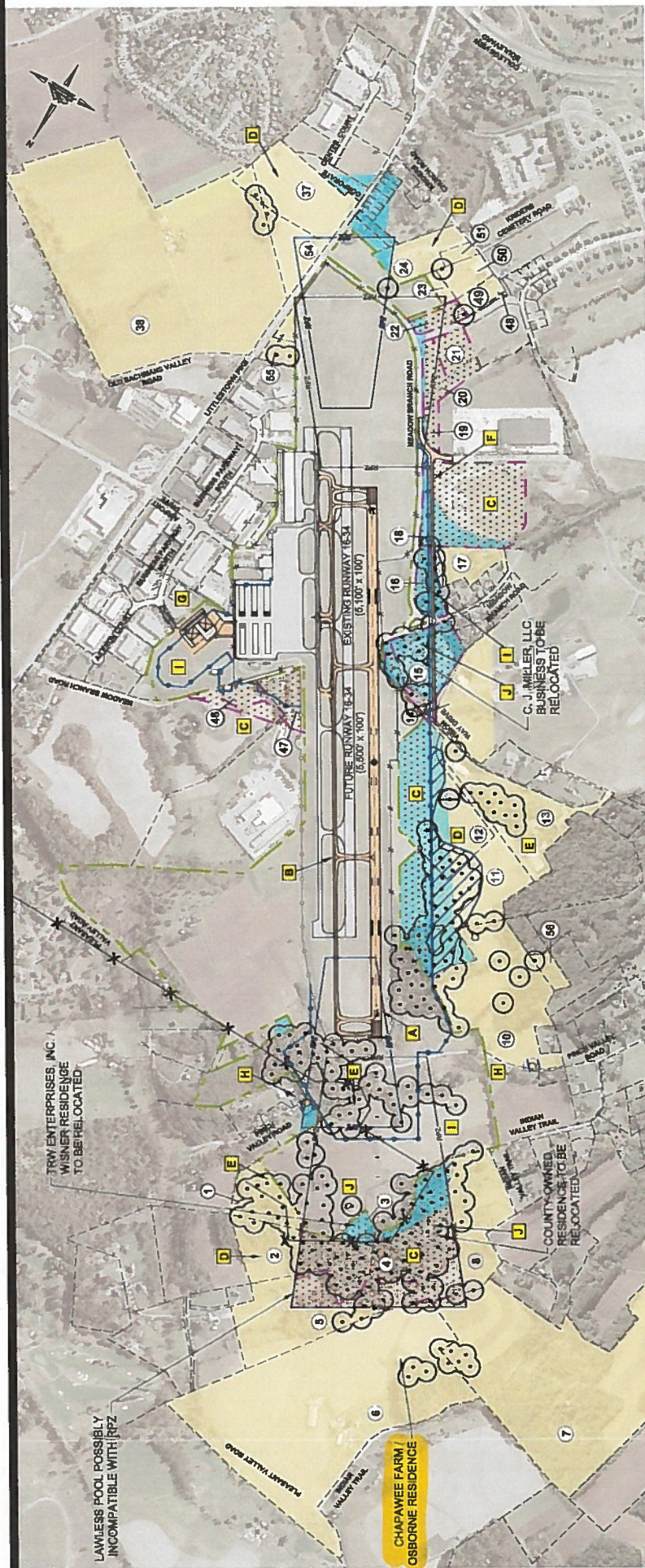
Joseph D. McKelvey
Airport Manager



Enclosures:

**Proposed Action, 2017 Supplemental Environmental Assessment
Airport Layout Plan
Copy of Agricultural Preservation Easement**

**Cc Scott Moser, Deputy Director Public Works
Mary Ashburn Pearson, Delta Airport Consultants**



OBSTRUCTION REMOVAL
EXISTING = 253 ACRES
PROPOSED = 382 ACRES

DESCRIPTION	EXISTING	PROPOSED
AIRPORT PROPERTY	[Solid Yellow]	[Solid Yellow]
ADJACENT PARCEL LINE	[Dashed Yellow]	[Dashed Yellow]
FENCE	[Dashed Green]	[Dashed Green]
RUNWAY PROTECTION ZONE (RPZ)	[Dashed Blue]	[Dashed Blue]
AVIATION EASEMENT	[Blue Hatched]	[Blue Hatched]
GRADING EASEMENT	[Light Blue]	[Light Blue]
LAND ACQUISITION	[Light Green]	[Light Green]
UNITS OF OBSTRUCTIONS	[Dotted Green]	[Dotted Green]

PROPOSED PROPERTY INTEREST ACQUISITIONS		PROPOSED PROPERTY INTEREST ACQUISITIONS	
MAP/ PARCEL	PROPERTY OWNER	MAP/ PARCEL	PROPERTY OWNER
18	1147/8784 D31, LLC	18	1147/8784 D31, LLC
20	1147/8784 TRIPLE M, LLC	20	1147/8784 TRIPLE M, LLC
22	1147/8784 TRIPLE M, LLC	22	1147/8784 TRIPLE M, LLC
23	381/601 BENJAMIN ROBERTS UNITED CHURCH OF CHRIST	23	381/601 BENJAMIN ROBERTS UNITED CHURCH OF CHRIST
24	381/549 CARROLL COUNTY ASSOC. FOR RETIRED CITIZENS, INC	24	381/549 CARROLL COUNTY ASSOC. FOR RETIRED CITIZENS, INC
27	1147/4886 P & E, L.L.C.	27	1147/4886 P & E, L.L.C.
38	381/312 BISH	38	381/312 BISH
46	381/500 COMMISSIONERS OF CARROLL COUNTY	46	381/500 COMMISSIONERS OF CARROLL COUNTY
47	381/500 COMMISSIONERS OF CARROLL COUNTY	47	381/500 COMMISSIONERS OF CARROLL COUNTY
48	1147/8784 JACOBE FROBE, LLC	48	1147/8784 JACOBE FROBE, LLC
49	381/480 EBHART	49	381/480 EBHART
51	381/817 COMMISSIONERS OF CARROLL COUNTY	51	381/817 COMMISSIONERS OF CARROLL COUNTY
54	1147/4886 COMMISSIONERS OF CARROLL COUNTY	54	1147/4886 COMMISSIONERS OF CARROLL COUNTY
55	1147/8861 9878L, INC	55	1147/8861 9878L, INC
58	381/555 LAURENCE D. KLEN, AND INHERITARY HEIR	58	381/555 LAURENCE D. KLEN, AND INHERITARY HEIR

PROPOSED PROPERTY INTEREST ACQUISITIONS		PROPOSED PROPERTY INTEREST ACQUISITIONS	
MAP/ PARCEL	PROPERTY OWNER	MAP/ PARCEL	PROPERTY OWNER
1	381/724 RICHARDSON	1	381/724 RICHARDSON
2	381/20 ABDELMOUMY	2	381/20 ABDELMOUMY
3	381/384 WISNER, THOMAS ROBERT	3	381/384 WISNER, THOMAS ROBERT
4	381/276 PATTERSON	4	381/276 PATTERSON
5	381/482 LAWLESS	5	381/482 LAWLESS
6	381/573 OSBORNE	6	381/573 OSBORNE
7	381/258 TAVNELL	7	381/258 TAVNELL
8	381/191 COMMISSIONERS OF CARROLL COUNTY	8	381/191 COMMISSIONERS OF CARROLL COUNTY
10	381/191 COMMISSIONERS OF CARROLL COUNTY	10	381/191 COMMISSIONERS OF CARROLL COUNTY
11	381/978 JRP VISION, LLC	11	381/978 JRP VISION, LLC
12	381/978 JRP VISION, LLC	12	381/978 JRP VISION, LLC
13	381/978 JRP VISION, LLC	13	381/978 JRP VISION, LLC
14	381/788 JRP VISION, LLC	14	381/788 JRP VISION, LLC
15	381/187 TRIPLE M, LLC	15	381/187 TRIPLE M, LLC
17	381/582 REZZEL	17	381/582 REZZEL
18	1147/8784 TRIPLE M, LLC	18	1147/8784 TRIPLE M, LLC

ENVIRONMENTAL ASSESSMENT ITEMS

- A** CONSTRUCT REPLACEMENT RUNWAY
- B** CONSTRUCT FULL-LENGTH TAXIWAY
- C** ACQUIRE 106± ACRES FEE SIMPLE
- D** ACQUIRE 386± ACRES AVIATION EASEMENTS
- E** REMOVE OBSTRUCTIONS ON 83± ACRES
- F** REALIGN MEADOW BRANCH ROAD
- G** CONSTRUCT 2 HANGARS AND AUTOMOBILE PARKING
- H** CONSTRUCT 3/4" PINCH VALLEY ROAD AT AIRPORT PROPERTY LINE
- I** INSTALL PERIMETER / SECURITY FENCE
- J** RELOCATE 2 RESIDENCES, 2 BUSINESSES, POSSIBLY 1 SWIMMING POOL

NOTE: SOME PARCEL LINES DERIVED FROM CARROLL COUNTY GIS, DATA OBTAINED ONLINE NOVEMBER 2016.

Figure 2, Proposed Action (Phase 1)
 Carroll County Regional Airport
 2017 Supplemental Environmental Assessment



Not to Scale



Maryland Department of Agriculture

Office of the Secretary

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
James P. Eichhorst, Deputy Secretary

Maryland Agricultural
Land Preservation Foundation

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5860 Baltimore/Washington
410.841.5730 Fax
800.492.5590 Toll Free

October 3, 2017

Joe McKelvey, Manager
Carroll County Regional Airport
200 Airport Drive
Westminister, MD 21157

Re: MALPF #06-80-18B –Osborne Property

Dear Mr. McKelvey,

This letter is in response to your inquiry dated August 1, 2017, regarding how the MALPF easement encumbering the Osborne property (easement property) may affect the Carroll County (the county) airport expansion project. As you are aware, only agricultural or agriculturally-related activities are allowable under the terms of the MALPF easement. The easement is perpetual and “runs with the land”.

As discussed when we met on August 31, 2017, I understand that the expansion will occur in two phases.

1) The initial phase (Phase 1), is construction of a 5,500’ replacement runway. Pursuant to an Environmental Assessment being performed by the Federal Aviation Administration (FAA), the county is required to purchase in fee approximately 0.3 of an acre of land (0.3-acre parcel) of the easement property, as it falls within the project’s runway protection zone (RPZ).

2) The second expansion (Ultimate Phase) is a potential build of a 900’ extension to the Phase 1 runway expansion. The Ultimate Phase proposes initiation at some point beyond 20 years, presumably from the completion of the Phase 1. If initiated, The Ultimate Phase would require that the county purchase approximately 28 acres of the easement property as it would fall within the RPZ of the Ultimate Phase. Placement of approach lights within the 28 acres would be a required installation per the Environment Assessment.

Addressing the fee acquisition of the 0.3-acre parcel.

As you know, under our current statute and regulations, the 0.3-acre parcel cannot be subdivided from the easement property unless it is condemned. MALPF would not oppose condemnation of the 0.3-acre parcel. If presented with either a written consent of the landowner or a court order for condemnation of the 0.3-acre parcel, and a survey and metes and bounds description of the area to be condemned, MALPF would provide a release of the acreage for funds required pursuant to the statute governing the MALPF program (statute).

Addressing the fee acquisition of 28 acres of the easement property.

Maryland statute and the terms of the MALPF easement prohibit commercial and industrial uses on the easement property. Therefore, mere ownership of the property in fee would not afford the county the ability to install approach lights. However, there are two options available to the county to accomplish its goal.

1) The county could swap immediately-adjacent farmland of equal or greater acres that contain equal or better soils than the property that would be taken out of the easement property. MALPF can provide reasonable assurance that a land exchange is acceptable if all criteria are met.

2) Condemnation of the 28 acres.

MALPF cannot make any representations of its willingness or ability to proceed as outlined in this letter in any case scenario that proposes acquisition, overlay easement, or friendly condemnation to occur beyond the foreseeable future, that is, beyond the 20-year period before the Ultimate Phase may be initiated. Therefore, it is recommended that any current or future anticipated needs in regard to a land exchange or condemnation of either the 0.3-acre parcel or the 28 acres to accomplish the goals of the airport expansion project be addressed at this time.

I hope that this letter addresses your concerns. If you have any further questions, please do not hesitate contact me.

Best regards,


Chana Kikoen Turner
MALPF Administrator

cc: Steven Osborne
Deborah Bowers, Carroll County MALPF Administrator

3704

BOOK 863 PAGE 22

THIS DEED OF EASEMENT, made this 26th day of April, 1984, by and between ROLAND H. MANN, JR. and KATHLEEN P. MANN, his wife, parties of the first part, Grantors, and UNITED STATES OF AMERICA, acting through the Farmers Home Administration, Mortgagee, and THE STATE OF MARYLAND, to the use of the MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION OF THE DEPARTMENT OF AGRICULTURE, 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, Md. Ann. Code, 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), Md. Ann Code, the Agricultural Land Preservation Foundation may purchase agricultural preservation easements to restrict land to agricultural use; and

WHEREAS, the Grantors own the hereinafter described tract or parcel of land located in an agricultural preservation district established pursuant to Agriculture Article Section 2-509, Md. Ann. Code, and desires to sell an agricultural preservation easement to the Grantee to restrict that land to agricultural use.

NOW, THEREFORE, in consideration of the sum of \$126,620.00 (ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED TWENTY DOLLARS), the receipt of which is hereby acknowledged, the Grantors, for themselves, their heirs, Personal Representatives and assigns, do grant and convey, to the State of Maryland, to the use of the Maryland Agricultural Land Preservation Foundation of the Department of Agriculture, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described tract or parcel of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, that is to say:

All that tract of land situate on the south side of Pleasant Valley Road, near Pleasant Valley, in the Westminster (7th) Election District of Carroll County, Maryland, and being the same land conveyed unto Roland H. Mann, Jr., and Kathleen P. Mann, his wife, by Deed of Thomas Bernard Bell and Charlotte Lorraine Bell,

his wife, dated November 26, 1979, and recorded among the said Land Records in Liber L.W.S. No. 756, Page 247 et seq., consisting of a net 145.4923 acres of land, more or less.

AND the Grantors covenant for and on behalf of themselves, their heirs, Personal Representatives, successors 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 hereinafter 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 Agriculture Article, Title 2, Subtitle 5, Md. Ann. Code, 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 covenants, grants, and relinquishes the following rights:

- (1) (a) The right to develop or subdivide the above described land for industrial, commercial, or residential use or purpose; provided, however, the Grantors reserve as a personal covenant only and one not intended to run with the land, the right to convey one acre or less upon written application to the Agricultural Land Preservation Foundation, to themselves or to each of their children for the purpose of constructing a dwelling for themselves or that child's personal use; however, the Grantors may not convey more than 1 acre or less, at a maximum density of not more than 1 acre for each 20 acres or portion thereof, not to exceed 10 lots of one acre or less, on the land herein described; the Grantors shall pay the State for the release of the easement or for the benefit of conveying, free of the easement restrictions at the price per acre that the State paid the Grantors for the grant of the easement; and the further right to construct, subject to the approval of the Agricultural Land Preservation Foundation, houses for tenants fully engaged in the operation of the farm provided such construction does not exceed one tenant house for each 100 acres. The land on which a tenant house is constructed may not be subdivided or conveyed to any persons. In addition, the tenant house may not be conveyed separately from the original parcel. The Grantors shall notify the Grantee if the land is subdivided to permit the Grantee to determine whether such subdivision violates any of the covenants, conditions, limitations or restrictions contained herein;
- (b) The right to subdivide the above described land for any purpose except upon written approval of the Agricultural Land Preservation Foundation;
- (c) Before any conveyance is made pursuant to paragraph (1) (a) above, the owners shall agree with the Agricultural Land Preservation Foundation not to subdivide any land conveyed. This agreement shall be recorded among the Land records where

the land is located and shall bind all future owners.

- (6) On request to the Foundation, an owner may exclude from the easement restrictions 1 acre per each single dwelling, which existed at the time of the sale of the easement, by a land survey and replotation provided at the expense of the owner. However, before any exclusion is granted, an owner shall agree with the Agricultural Land Preservation Foundation not to subdivide each acre excluded. This agreement shall be recorded on the land records where the land is located and shall bind all future owners.
- (2) The right to erect, display, place or maintain signs, billboards, or outdoor advertising displays on the land herein described; provided, however, the Grantors reserve 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 occupation 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) The right to dump ashes, sawdust, bark, trash, rubbish or any other material; provided, however, the Grantors reserve the right to dump any material which is for regular agricultural use.

The Grantors reserve the right to use 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 their right of privacy.

B. And the parties, for themselves, their heirs, Personal Representatives, successors and assigns, further covenant and agree as follows:

- (1) The Grantors shall manage the above described land in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; and shall manage any woodland in accordance with sound forestry practices; however, the Grantors reserve 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 Grantee or its authorized representative shall have the right to enter on the above described land from time to time for the sole purposes 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.

- (3) That if the easement or any covenant, condition, limitation or restriction herein contained is violated or breached, the Grantee may after due notice to the Grantors, their heirs, Personal Representatives, successors or assigns, institute an action in equity to enjoin, by or partly, 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.
- (4) If the Grantors have any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said land they may submit a written request to the Maryland Agricultural Land Preservation Foundation for consideration and approval of such use.
- (5) That this easement does not grant the public any right of access or any right of use of the above described land.
- (6) That nothing herein contained shall relieve the Grantors, their heirs, Personal Representatives, successors or assigns of the obligation to pay real estate taxes.
- (7) That 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 in Agriculture Article Section 2-514, Md. Ann. Code.

AND the United States of America, acting through the Farmers Home Administration, hereby joins in the execution of this Deed of Easement for the sole purpose of agreeing to subordinate, and hereby does subordinate to this Deed of Easement, its liens of mortgage from Grantors dated and recorded in the Carroll County Land Records as follows:

- February 22, 1980 at Liber 761, Page 582;
- February 22, 1980 at Liber 761, Page 588;
- July 30, 1980 at Liber 770, Page 921.

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

AS WITNESS the hands and seals of the Grantors, and also witness the signature of the Mortgagees.

WITNESS:

T. Bryan McIntire
T. Bryan McIntire

Roland H. Mann, Jr. (SEAL)
Roland H. Mann, Jr.

BOOK 863 PAGE 26

T. Bryan McClair
T. Bryan McClair

Kathleen P. Mann (SEAL)
Kathleen P. Mann

UNITED STATES OF AMERICA acting through
the Farmers Home Administration

Ann B. Fritz
Ann B. Fritz

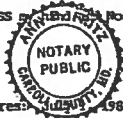
Clifford M. Newsome, Jr. (SEAL)
Clifford M. Newsome, Jr. County Supervisor

STATE OF MARYLAND, COUNTY OF CARROLL, To Wit:

I HEREBY CERTIFY that, on this 26th day of May, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roland H. Mann, Jr. and Kathleen P. Mann, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Deed of Easement and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.



AS WITNESS my hand and Notarial Seal.



Ann B. Fritz
NOTARY PUBLIC (SEAL) Ann B. Fritz

My Commission Expires: July 1, 1986.

STATE OF MARYLAND, COUNTY OF CARROLL, To Wit:

I HEREBY CERTIFY that, on this 25th day of May, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Clifford M. Newsome, Jr., who acknowledged himself to be the County Supervisor of the Farmers Home Administration, a corporation and he, as such County Supervisor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said agency by himself as County Supervisor.



AS WITNESS my hand and Notarial Seal.

Sandra L. Young
NOTARY PUBLIC Sandra L. Young

My Commission Expires: July 1, 1986.

Agricultural Transfer Tax in the

Amount of \$ 00

Signature R.C.W. 4/24/84

APPROVED this 26th day of April 1984

Mark W. Swadlow

RECORDED
APR 26 1 05 PM '84
CLERK
CARROLL COUNTY, MD.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY COVERED BY THE WITHIN DEED WAS TRANSCRIBED ON THE COUNTY ASSESSMENT BOOK THIS 2nd DAY OF April 1984 AS REQUIRED BY ART. 21 § 10 OF THE CODE

Janis B. Burt
TRANSFER CLERK

NOTICE TO TITLE EXAMINERS: THIS AGREEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND.

682528 CARROLL CO

STATE OF MARYLAND

MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION

Agreement to Relocate a Dwelling

THIS AGREEMENT, dated May 27, 2005, is between the Maryland Agricultural Land Preservation Foundation ("Foundation") and Steven Osborne and Kathleen Bikle ("Osborne and Bikle") and concerns the relocation of a dwelling on a farm subject to an agricultural land preservation easement.

BACKGROUND

WHEREAS, On April 26, 1984, Roland H. Mann, Jr. and Kathleen P. Mann, his wife, sold an agricultural land preservation easement ("the easement") on their Carroll County farm, 1841 Indian Valley Dr., Westminster, MD 21158, to the Foundation for \$126,620.00. The easement is recorded among the Carroll County land records, Book 863, page 22; and

WHEREAS, Osborne and Bikle purchased the farm subject to the above agricultural land preservation easement that limits any further residential development of the farm; and

WHEREAS, Osborne and Bikle have asked the Foundation's approval to construct a new dwelling at another location on the farm in exchange for converting a pre-existing dwelling (existing before the sale of the easement) into a farm office and storage facility for the purpose of benefiting the agricultural use of the farm. See Attachment A for location of pre-existing dwelling to be converted.

NOW, THEREFORE, for and in consideration of the Foundation's approval of the Osborne and Bikle request to construct a new dwelling on the farm, Osborne and Bikle, agree to comply with the following restrictions relating to the pre-existing dwelling to be converted into a farm office and storage facility, which restrictions shall run with the land and bind Osborne and Bikle, their successors and assigns:

1. The cooking and sleeping facilities in the pre-existing dwelling shall be removed, and shall not be re-installed, it being the intent of this Agreement that the pre-existing dwelling shall only be used as a farm office and storage facility from this date forward. If the use of the pre-existing dwelling as a farm

office and storage building is changed without permission of the Foundation, the Foundation reserves the right to require that the building be torn down, and the land returned to agricultural production.

2. The farm office and storage facility shall remain a part of the farm, subject to the easement, and may never be subdivided from the farm, leased out or owned separately.

3. No existing road or area may be expanded to serve the farm office and storage facility.

4. In the event that the farm office and storage facility is destroyed, permission must be sought from the Foundation to re-build.

5. If the farm is no longer used for commercial pig production, the farm office and storage facility shall be torn down and removed from the property and the site restored to agricultural use.

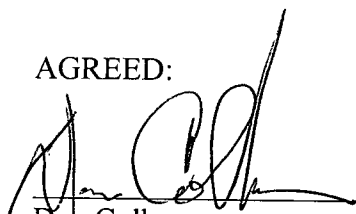
6. The right to use the pre-existing dwelling as a farm office and storage facility is personal only to Steven Osborne and Kathleen Bikle; and it is the intention of the parties to this Agreement that this right does not run with the land for the benefit of any future owner of the farm who shall be required to justify the pre-existing dwelling's use as an office and storage facility to the Foundation as necessary for the farm operation, or tear the dwelling down, remove it from the farm, and restore the site to agricultural use.


7. The Foundation has the right to inspect the interior of the farm office to determine compliance with this Agreement.

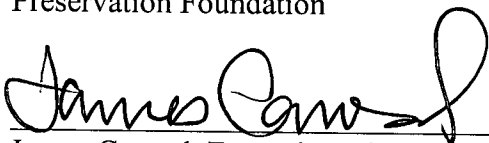
Osborne and Bikle will cooperate fully with the Foundation to carry out the terms of this Agreement.

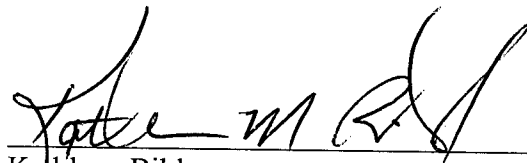
IMP. ED. SURE 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res#CR01 Rcpt#999999
LWS LLH BIK#1299
Jun 07, 2005 02:52 PM

AGREED:


Dan Colhoun
Maryland Agricultural Land
Preservation Foundation


Steven Osborne
Farm Owner


James Conrad, Executive Director
Maryland Agricultural Land
Preservation Foundation


Kathleen Bikle
Farm Owner

JUL 2005

Please return to: Bill Powel, Program Manager
Carroll County Agricultural Land Preservation Program
225 N. Center St., Rm. 204
Westminster, MD 21157 (410-386-2214)

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 4455, p. 0366, MSA_CE56_4442. Date available 06/21/2005. Printed 05/16/2017.

State of Maryland, County of Baltimore, To Wit;

I hereby certify that on this 25th day of April 2005, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steven Osborne, known to me (or satisfactorily proven) to be the landowner(s) named in the foregoing agreement and acknowledged that they executed the same for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal

Barbara J. Petrecca
Notary Public

My Commission Expires: March 1, 2009

DO NOT NOTARIZE FOR THE LANDOWNER BELOW THIS LINE

State of Maryland, County of Baltimore, To Wit;

I hereby certify that on this 25th day of April 2005, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kathleen Bikle, known to me (or satisfactorily proven) to be the landowner(s) named in the foregoing agreement and acknowledged that they executed the same for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal

Barbara J. Petrecca
Notary Public

My Commission Expires: March 1, 2009

DO NOT NOTARIZE FOR THE LANDOWNER BELOW THIS LINE

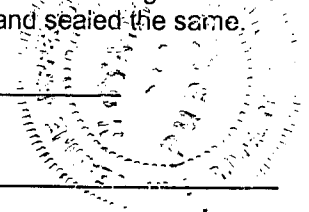
State of Maryland, County of Care Annel, To Wit;

I hereby certify that on this 27th day of May 2005, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Daniel W. Colhoun, known to me (or satisfactorily proven) to be the Chairman of the Board of Trustees of the Maryland Agricultural Land Preservation Foundation and acknowledged that he executed the same in that capacity for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal.

James P. Nutter
Notary Public

My Commission Expires: 4/1/07



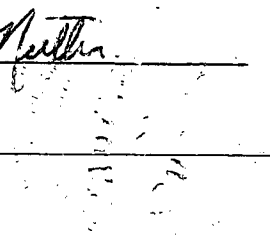
State of Maryland, County of Care Annel, To Wit;

I hereby certify that on this 26th day of May 2005, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James A. Conrad, known to me (or satisfactorily proven) to be the Executive Director of the Maryland Agricultural Land Preservation Foundation, and acknowledged that he executed the same for the purposes therein contained and, in my presence, signed and sealed the same.

As Witness my hand and Notarial Seal

James P. Nutter
Notary Public

My Commission Expires: 4/1/07



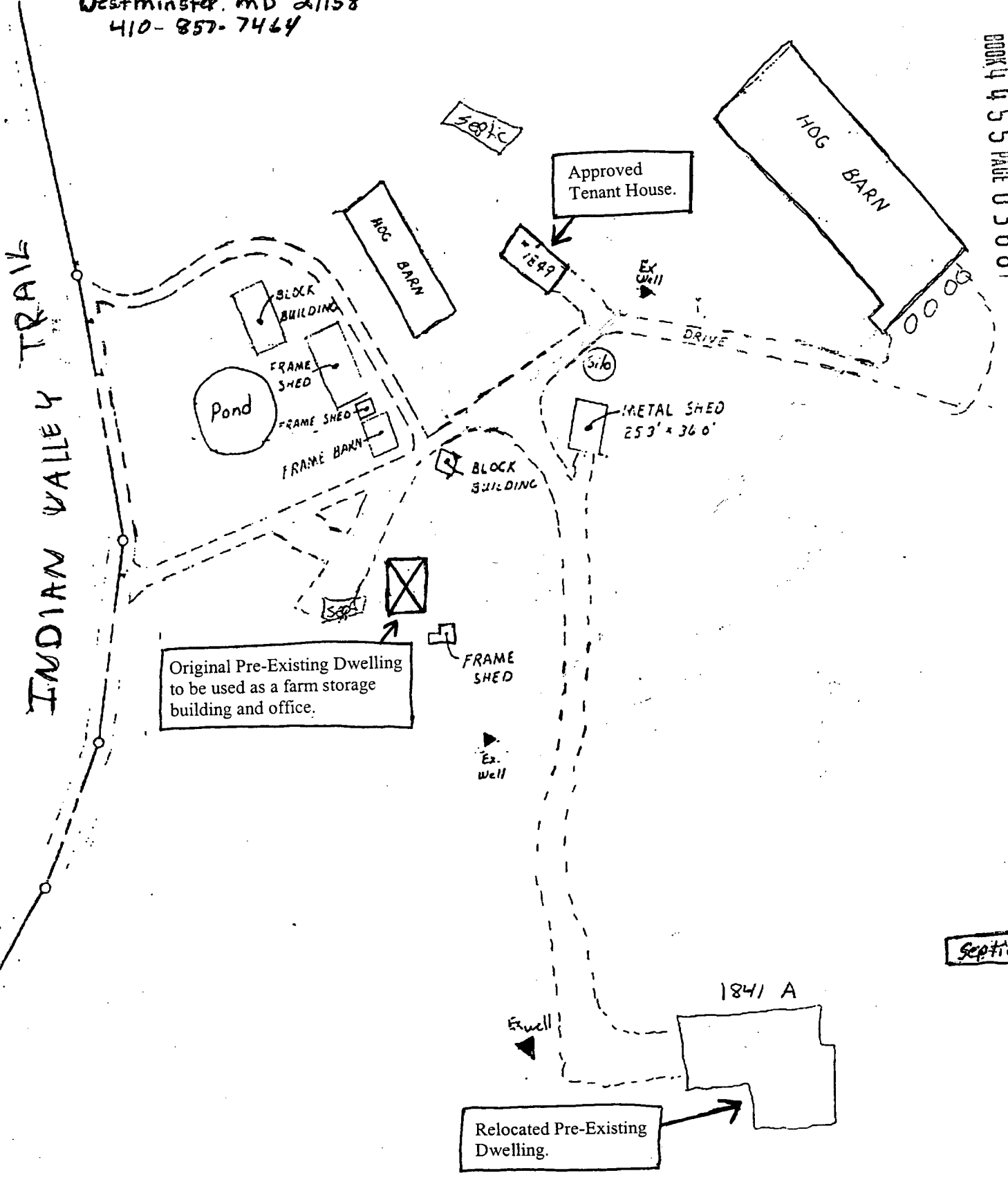
PLEASANT VALLEY ROAD

Steven Osborne
1841 Indian Valley Trail
Westminster, MD 21158
410-857-7464

ATTACHMENT A

BOOK 4 55 PAGE 03681

INDIAN VALLEY TRAIL



RCVD 06 JUN07'05 14:51 *LSH*

Mary Ashburn Pearson

From: Chana Turner -MDA- <chana.turner@maryland.gov>
Sent: Thursday, February 01, 2018 8:53 AM
To: Mary Ashburn Pearson
Cc: McKelvey, Joseph; Roy G. Lewis
Subject: Re: MALPF Letter to Carroll County Regional Airport

Thanks Mary. This is a good representation of our conversation. Let me clarify that in the penultimate paragraph on page 1, a release of the condemned area may also require a survey of the remaining acreage of the easement property, in addition to the area to be condemned. Also, our current condemnation statute requires the landowner to pay back MALPF for what the landowner was paid for the easement. Pursuant to conversations last summer with a legislator, there may be legislation introduced in this session that would change the pay-back amount to current market easement value. That and perhaps other provisions of the condemnation statute may change in the near future.

Moving forward, please include the landowner in all communications regarding this project.

Best regards,
Chana

On Wed, Jan 31, 2018 at 2:54 PM, Mary Ashburn Pearson <mapearson@deltairport.com> wrote:

Chana,

Thank you for your time on the phone this afternoon discussing the October 3, 2017 letter from MALPF to the County, regarding the Carroll County Regional Airport's proposed development plan on an adjacent parcel with a preservation easement (see letter, attached).

I appreciate your clarification of two points:

- 1) The preservation easement which is currently in place over the entire 80+ acre Osborne parcel would no longer apply to any portions of the parcel that are condemned by the County for future development.
- 2) To acquire the 28 acres needed for the Ultimate development plan, the County can either conduct a land swap, OR condemn the 28 acres. Per my previous phone conversation with Michelle Cable of your office, "condemnation" could include a court order, or a written consent of the landowner (aka, "friendly" condemnation).

Thanks also for explaining the condemnation process. I understand that once the County has condemned the property (or, County/landowner in a “friendly” condemnation) and after the landowner has been compensated, the landowner (Osborne) would pay back MALPF what it paid for that portion of the easement.

Please feel free to respond to add other thoughts as you wish.

Thank you,

Mary Ashburn

Mary Ashburn Pearson, AICP

Project Manager

DELTA AIRPORT CONSULTANTS, INC.

9711 FARRAR COURT, SUITE 100, RICHMOND, VIRGINIA, 23236

P. [804.955.4556](tel:804.955.4556) F. [804.275.8371](tel:804.275.8371) WWW.DELTAIRPORT.COM

--



Chana Kikoen Turner
Administrator
Maryland Department of Agriculture
50 Harry S. Truman Parkway, Room
104 Annapolis, MD 21401
410-841-5764 - direct
410-841-5730 - fax
<http://mda.maryland.gov/malpf>

Visit Our Website at: www.mda.maryland.gov

