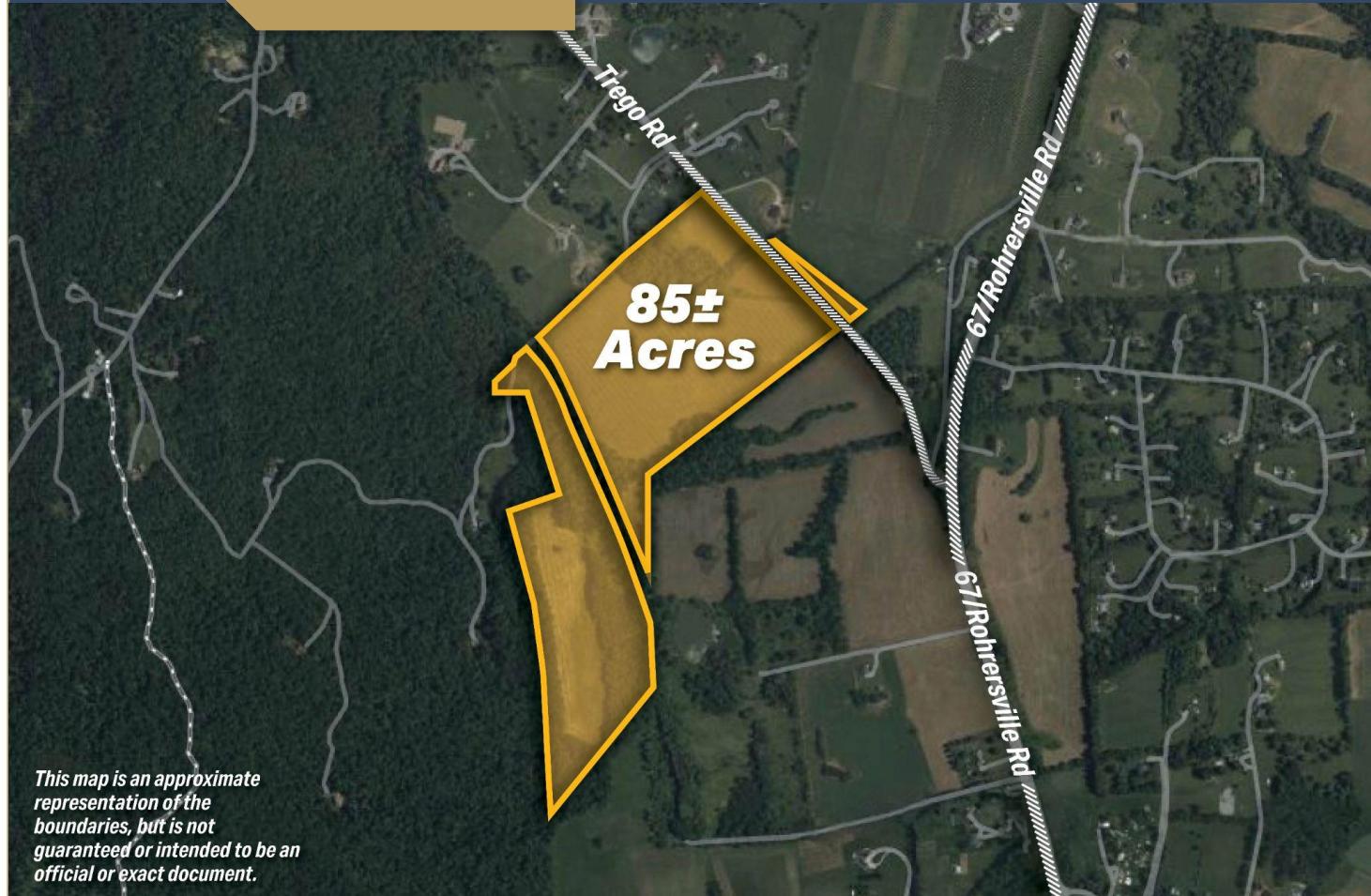


HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



This map is an approximate representation of the boundaries, but is not guaranteed or intended to be an official or exact document.

3940 Trego Rd, Keedysville, MD 21756

Outstanding 85± acre Washington County, MD farm with 48± tillable acres, wooded land, a stream, and excellent hunting! Also with a prime rural setting near Keedysville, Boonsboro, and Harpers Ferry. One home can be built on the property!

Auction Date: Friday, January 23, 2026 @ 3pm

Open Houses: Saturday, January 10, 2026, 10am-12pm
Tuesday, January 13, 2026, 12pm-2pm

AY002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | **717-597-9100** 





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Conservation Easement
- Aerial
- Soil Map
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on January 23, 2026.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.*



Terms: \$10,000 in certified funds day of auction. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.) 1% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: EXCELLENT 85± ACRE FARM IN WASHINGTON COUNTY, MD! This beautiful farm features 48± acres tillable with productive soils and the balance wooded. Outstanding location just minutes to Keedysville and Boonsboro, MD and Harpers Ferry, WV. Excellent hunting abundant with Whitetail Deer and a small stream flows through the property. Come and make this farm your own! One home can be built on the property! The property is in a Maryland Conservation Easement.

Acreage: 85.45± Acres

County: Washington

Zoning/Land Use: Please call Washington County

Planning and Zoning at (240) 313-2430

Taxes: Approximately \$1,047

Tax ID: 2208005362

Utilities:

- Water: N/A
- Sewer: N/A

School District: Washington County Public Schools

Local Hospital: Meritus Medical Center



NO CONSIDERATION This instrument is exempted from taxation pursuant to the Article entitled "Tax-Property", Titles Twelve and Thirteen, subtitles 12-108(c)(1)(ii) parent to child and 13-207(a)(2) of the Annotated Code of Maryland as a transfer between relatives without consideration.

NO TITLE EXAM

File No. TAR Deeds 2022

Tax ID # 08-005362

This Deed, made this 29 day of June, 2022 by and between Dorothy Wierer, by and through Charles R. Wierer, her attorney-in-fact pursuant to a Power of Attorney dated April 27, 2011 and recorded immediately prior hereto, party of the first part, Grantor; and Dorothy Wierer, Karlynn A. Wierer and Kristi A. Wierer-DuBois, parties of the second part, Grantees.

- Witnesseth -

That for and in consideration of the sum of ZERO (\$0), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Dorothy Wierer, Karlynn A. Wierer, and Kristi A. Wierer-DuBois, as joint tenants with right of survivorship, their assigns, the survivor of them and the survivor's heirs, personal representatives and assigns, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

Being part of a tract called "Elk Hill", and beginning for the same at a stone standing on the Eastern side of the public road leading from Eakles Mill to Weaverton, adjoining the lands of William Smith, deceased, and others, and running thence South 49 degrees West 115 perches to a stone; thence South 7 perches to a stake in the line of land now or formerly belonging to Joesph S. Grimm, thence bounding on the said land South 89 1/2 degrees East 23.28 perches to a stone, thence South 10 1/2 degrees East 38.4 perches to a stone, thence South 75 degrees West 23.6 perches to a stone in a fence corner, thence leaving said Grimm land, South 11 3/4 degrees East 43 perches, thence South 3 degrees East 83.6 perches to a pile of stones, thence North 36 1/2 degrees East 68 perches to a stake in swamp, thence North 1 degree East 84.4 perches, thence North 55 degrees East 110 perches, thence North 54 1/2, degrees West 41.8 perches to a stone, thence 12 1/2 degrees East 4.6 perches to a stone, thence 73 degrees West 11 perches to a stake on the Western margin of the aforesaid Public Road leading from Eakles Mill to Weaverton, thence North 45 1/2 degrees West 30.7 perches to the place of beginning, CONTAINING 84 3/4 acres of land, more or less.

SAVING AND EXCEPTING there from, however, all that parcel of land conveyed by William M. Gloss and Goldie R. Gloss unto Roger E. Rohrer and Gladys L. Rohrer by deed dated October 28, 1964 and recorded among the Land Records of Washington County in Liber No. 415 folio 455 to which reference is hereby made for a more particular description.

For informational purposes, know as 3940 Trego Road, Boonsboro, MD.



Being the same property which by deed dated October 31, 2014, and recorded among the Land Records of Washington County, Maryland on November 7, 2014, in Liber 4857, in Folio 101, was granted and conveyed by Stacey Norbeck Successor Trustee of the Vera V. Marker Irrevocable Trust (Tenant in Common), and acknowledging as remainder beneficiary under the Howard C. Marker disclaimer Trust created under the Howard C. Marker Revocable Trust and Stacey Norbeck and James A. List, Successor Trustees of the Howard C. Marker disclaimer Trust created under the Howard C. Marker Revocable Trust (Tenant in Common) and William Marker acknowledging as remainder beneficiary under the Howard C. Marker disclaimer Trust created under the Howard C. Marker Revocable Trust unto Dorothy Wierer.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Dorothy Wierer, Karlynn a. Wierer, and Kristi A. Wierer-DuBois, as joint tenants with right of survivorship, their assigns, the survivor of them and the survivor's heirs, personal representatives and assigns, in fee simple.

And the said party of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.



As Witness the hand and seal of said Grantor, the day and year first above written.

Danielle Clark (SEAL)
Witness

Dorothy Wierer by (SEAL)
Dorothy Wierer by Charles R. Wierer,
her Attorney-In-Fact

Charles R. Wierer
P.O.A.

STATE OF
COUNTY OF

I hereby certify that on the 28 day of June, 2022, before me, the subscriber, a Notary Public of the State of Tennessee, in and for the County aforesaid, personally appeared Charles R. Wierer, as Attorney-In-Fact for Dorothy Wierer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth herein are true.

As witness, my hand and notarial seal.

Dana Lee McHugh
Signature of Notary Public
My Commission Expires:



THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

AGRICULTURE TAX \$ Letter of Intent
ACREAGE 24.75
CLERK Gina Sharpe

Tiffany A. Reiff (SEAL)
Tiffany A. Reiff, Attorney

AFTER RECORDING, PLEASE RETURN TO:
Dorothy Wierer
70 Lytham Way
Crossville, TN 38558

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County

Gina Sharpe 11/1/2022



This document is exempt from recordation tax and transfer tax pursuant to Maryland Code Ann., Tax Property Art., §§ 12-108(a) and 13-207(a)(1).

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 22nd day of January, 2024, by and between **Karlynn A. Wierer**, having an address at 637 J David Street, SE, Salem, Oregon 97306, and **Kristi A. Wierer-Dubois**, having an address at 3413 Warpath Drive, Crossville, Tennessee 38572 ("Grantors"), and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, having an address of 100 West Washington Street, Hagerstown, Maryland ("Grantee").

RECITALS

1. The Department of Natural Resources is a principal department of the government of the State of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2023 Replacement Volume, as amended) for the purpose generally of preserving and maintaining the natural resources of the State.

2. The Board of County Commissioners of Washington County, Maryland, has agreed to administer the Rural Legacy Program at the local level, supporting the general principles of preserving and maintaining the natural resources of Washington County.

3. The Grantors own in fee simple 85.853 acres, more or less, of certain real property in Washington County, Maryland, more particularly described in Exhibit A attached hereto, which was conveyed to Dorothy Wierer, Karlynn A. Wierer, and Kristi A. Wierer-Dubois, as joint tenants with right of survivorship, by deed from Dorothy Wierer, by and through Charles R. Wierer, her attorney-in-fact pursuant to a Power of Attorney dated April 27, 2011 recorded among the Land Records of Washington County in Liber 7054, folio 381, dated June 28, 2022, and recorded in Liber 7054, Folio 386 among the Land Records of Washington County, Maryland ("Property"). Dorothy Wierer departed this life on October 27, 2023; title to the Property then vesting solely in Karlynn A. Wierer and Kristi A. Wierer-Dubois, as surviving joint tenants.



The address of the Property is 3940 Trego Road, Keedysville, Maryland 21756. The Property is identified on Tax Map 81, Parcel 283.

4. The Property consists of 85.853 acres of agricultural lands and woodlands with scenic value of significant public benefit located along both sides of Trego Road in Election District No. 08, Washington County, Maryland.

5. In recognition of the Conservation Attributes defined below, the Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of **THREE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS AND THIRTY CENTS (\$347,897.30)** to the Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of **THREE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS AND THIRTY CENTS (\$347,897.30)**, the facts stated in the above paragraphs, and the covenants, terms, conditions, and restrictions ("Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantors unconditionally and irrevocably hereby grant and convey unto the Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

This Conservation Easement shall be perpetual. It is an easement in gross; and, as such, it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by the Grantee and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against the Grantors, its successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland, and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the



maintenance of the Property in its open-space condition: (1) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated federal, state, or local governmental conservation policy and which yields a significant public benefit; (2) the protection of relatively natural habitat of fish, wildlife, or plants, or similar ecosystems; and (3) the preservation of historically important land areas ("Conservation Attributes").

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes ("Conservation Purpose"). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance, or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses are prohibited. If the Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, the Grantors shall notify the Grantee in writing before undertaking such activity.

B. Agricultural Uses and Activities. "Agriculture" or "Agricultural," as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants, and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage; fertilization; application of pesticides, herbicides, and other chemicals; harvesting and mowing; and the feeding, housing, breeding, raising, boarding, training, and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Concentrated Animal Feeding Operations (CAFOs) are prohibited on the Property in accordance with Article III.Q. below.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. "Commercial" means any use or activity conducted by the Grantors or a third party for the purpose of realizing a profit or other benefit to the Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, the Grantors may conduct only those Commercial uses or activities that are (i) directly related to the Grantors' mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be



limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example, ongoing activities such as a professional office, at-home child day care, or, subject to the Grantee's approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example, farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example, hayrides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hayride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B. above), a majority of which are produced on the Property or another property owned by the Grantors, into derivatives thereof;

(5) The Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B. above), a majority of which are produced on the Property or on a property owned by the Grantors; or (ii) derivatives produced pursuant to Article III.C.(4) above;

(6) Commercial services related to Agriculture, limited to equestrian sports, events, and shows; boarding; the training of horses/ponies and riders; and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E.(3) below.

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation" or "Passive Recreational," as the context may require, means low-impact activities conducted outdoors, including, by way of example and not limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross-country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motorcross courses, all-terrain vehicle ("ATV") courses, off-road vehicle ("ORV") courses, and off-highway vehicle ("OHV") courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV, or OHV in a manner consistent with the provisions of this easement.



E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected typically with a fixed location on the ground or attached to something typically having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Dwelling Unit"). The permitted Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of the Grantee. The location or relocation of the Dwelling Unit, or the conversion of any previously non-residential Structure to the Dwelling Unit, shall be subject to the Grantee's approval as further set forth in Article V below. The Dwelling Unit may not exceed a gross floor area of six thousand (6,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

The total number of Dwelling Units shall never exceed one (1). The location or relocation of any Structure containing the Dwelling Unit shall be subject to the Grantee's approval as further set forth in Article V. below.

(2) Non-residential accessory Structures designed, constructed, and utilized for the purpose of serving the Dwelling Unit (for example, detached garage, well house, boat house, pool house, swimming pool, pier, Structures related to hunting such as deer stands or waterfowl blinds).

(3) Non-residential Structures designed, constructed, and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as the Dwelling Unit, even if the structure is designed, constructed, or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property.

(4) Reasonable Means of Access serving the Structures set forth above in Article III.E. and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Article III.C.(3) and/or Article III.E.(1) is subject to the Grantee's approval in accordance with the provisions of Article V. below.

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.



(6) The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property or 74,792 square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

F. Utilities. The Grantors may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property only and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and, renewable energy systems (including, but not limited to, solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of the Grantee, as per Article V.

H. Subdivision. The division, partition, or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. A one hundred (100) foot forested and grassed buffer on each side of the unnamed streams is required on the Property as shown on Exhibit E. The Grantors shall maintain such buffer strip if it currently exists or allow it to naturally revegetate or plant such buffer strip with native species. Once established, the Grantors shall not disturb such buffer, except when reasonably required for (1) erosion control; (2) Passive Recreational uses which require water access, subject to the Grantee's approval, per Article V.; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L. below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil Conservation and Water Quality Plan ("Soil and Water Plan") prepared by the Soil Conservation District; and (7) enhancement of Wetlands (as defined below), wildlife habitat, or water quality. The Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides, or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.



J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging, or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management. Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment ("Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

In Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, "Destruction") of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") unless said activity is in compliance with the Guidelines. Notwithstanding the Terms of this Article III.K, Destruction of Vegetation is prohibited during the April to July breeding season except by approval of Grantee.

"Woodland Areas" is hereby defined as land that Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of Woodland to non-Woodland permitted in the Woodland Areas. Clear-cutting may be permitted in order to regenerate a forest pursuant to a Forest Stewardship Plan prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent, and other materials on the Property is prohibited, whether by the Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this



Conservation Easement. This Conservation Easement does not permit or require the Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water, or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by the Grantors or third parties, except for (1) the purpose of combating erosion or flooding; (2) Agriculture or other permitted uses on the Property; (3) Wetlands or stream bank restoration; or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds, and wildlife habitat. The Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs, or advertisements is prohibited on or over the Property, except to (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property; its recognition under local, state, or federal historical registers; or its protection under this Conservation Easement or federal, state, or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which the Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by the Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open-space character of the Property.

Q. Chesapeake Bay Water Quality and Concentrated Animal Feeding Operations (CAFOs). CAFOs are prohibited on the Property. For purposes of this paragraph, a CAFO is defined as any operation that either (1) meets the regulatory definition of a CAFO (pursuant to state or federal regulations) or (2) the permitting authority (the Maryland Department of the Environment or the U.S. Environmental Protection Agency) has designated as a CAFO.

R. Authorization. The Grantors authorize the Soil Conservation District and any other entities or government agencies to release to the Grantee information contained in the Grantors'



Soil and Water Plan, Forest Stewardship Plan, Forest Management Plan, or any other information applicable to the terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

The Grantors retain the right to sell, devise, transfer, lease, mortgage, or otherwise encumber the Property subject to the provisions of this Conservation Easement. The Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. The Grantors hereby grant to the Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved, or inherent in the Property; and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. The Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial, or agricultural uses of another property.

Notwithstanding any other provisions in this Conservation Easement, and pursuant to Section 5.9A.05 of the Natural Resources Article, Grantors may realize an economic return from the protection, management, maintenance, or improvement of ecosystem services, as defined in Section 5.9A.05(P)(1), provided by the Property, so long as the Department of Natural Resources determines that those uses affirmatively increase the Conservation Attributes of the Property beyond the requirements of this Conservation Easement, and any credits created in accordance with this paragraph are used only (1) to mitigate offsite environmental damage in a Priority Funding Area, as defined in 5-7B-02 of the State Finance and Procurement Article, or (2) in a manner the Department of Natural Resources determines to be consistent with the applicable local comprehensive plan and State and Local objective for land protection.

ARTICLE V. THE GRANTEE'S APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before the Grantors can take certain actions, the Grantee must first give its permission, consent, or approval. These specified circumstances include, but are not limited to, the following:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(1);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(4);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(4); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.



B. Whenever the Provisions of this Conservation Easement require the permission, consent, or approval of the Grantee, the Grantors shall submit to the Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as the Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. The Grantee shall evaluate the submission for completion and may require of the Grantors additional information necessary for a complete submission. When the Grantee deems the submission complete ("Request"), the Grantee shall act on the Request within the timeframe provided for in Article V.C. below.

In evaluating the Request, the Grantee shall consider the specific provision of this Conservation Easement requiring the approval; and said approval shall be granted or denied based on the Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II. and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.

If the Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G., the Grantee shall consider, in addition to the Conservation Attributes listed in Article II. and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to the Grantee;
6. Will the project provide a private benefit to the Grantors;
7. Will the party making the Request compensate the Grantee for the Grantee's actual administrative costs and/or attorneys' fees (including, but not limited to, outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations, and enforcement related to the project; and
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and to provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If the Grantors are seeking location or relocation approval for the permitted Dwelling Unit, all the grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.



C. The Grantee shall provide to the Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request unless the time for consideration is extended by mutual agreement of the parties. Failure of the Grantee to act within the time provided shall be deemed a denial by the Grantee.

D. If an expert within the Maryland Department of Natural Resources advises the Grantee of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a provision of this Conservation Easement, the Grantee, in its sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. The Grantee or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether the Grantors are complying with the provisions of this Conservation Easement. The Enforcers shall provide prior notice to the Grantors at its last known address, unless the Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, the Enforcers may inspect the interior of Buildings and Structures permitted by Articles III.E.(2) and III.E.(3) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between the Enforcers and the Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a provision of this Conservation Easement by the Grantors, the Enforcers may institute suit to enjoin any such breach or enforce any provision by temporary, *ex parte*, and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by *in rem*, *quasi in rem*, or *in personam* jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of the Grantors. Before instituting such suit, the Enforcers shall give notice to the Grantors and provide a reasonable time for cure; provided, however, that the Enforcers need not provide such notice and cure period if the Enforcers determine that immediate action is required to prevent, terminate, or mitigate a suspected or actual breach of this Conservation Easement.

The Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to the Enforcers at law or equity. If the Grantors are found to have breached any of its obligations under this Conservation Easement, the Grantors shall reimburse the Enforcers for any costs or expenses incurred by the Enforcers, including court costs and reasonable attorneys' fees.



C. No failure or delay on the part of the Enforcers to enforce any provision of this Conservation Easement shall discharge or invalidate such provision or any other provision or affect the right of the Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors are complying with the provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A–F (collectively, "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes, and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. The Grantors hereby certify that the attached Baseline Documents are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Baseline Documentation is hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of twelve (12) color digital images and one (1) page.
- E. Exhibit E: Aerial Photograph of the Property is attached hereto. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by the Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.



ARTICLE IX. DUTIES AND WARRANTIES OF THE GRANTORS

A. Change of Ownership. In order to provide the Grantee with notice of a change in ownership or other transfer of an interest in the Property, the Grantors agree to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision, as it may be amended from time to time. The Grantors, their successors and assigns, further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. The Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of the Grantee under this Conservation Easement. The Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement and shall also provide notice to the Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by state or local law, nothing in this Conservation Easement shall relieve the Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The Grantors who signed this Conservation Easement on the date set forth above ("Original Grantors") are the sole owner of the Property in fee simple and has the right and ability to convey this Conservation Easement to the Grantee. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold the Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of the Grantor. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owners of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.



ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by the Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural, and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions, imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantors, Grantees, and the State of Maryland shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the greater of: (i) the percentage arrived by taking the proportionate fair market value of the Conservation Easement as it bears to the value of the Property as a whole at the date of this instrument, or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then fair market value of this Property as a whole. In the event the Grantee did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any cost of a judicial proceeding allocated by a court to Grantors and Grantee shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. The Grantee may assign, upon prior written notice to the Grantors, its rights under this Conservation Easement to any “qualified organization” within the meaning of Section 170(h)(3) of the Internal Revenue Code (“IRC”) or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other grantees in place, then the Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as grantee. Any such successor shall be a “qualified organization” within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC. No assignment may be made by the Grantee of its rights under this Conservation Easement unless the Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. The Grantors and the Grantee recognize that circumstances could arise that justify an amendment of certain provisions contained in this Conservation Easement. To this end, and subject to approval by the RLB, the Grantors and the Grantee have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the RLB, and such approval shall accompany or be attached to the recorded amendment;

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;



(3) Proposed amendments will not be approved unless, in the opinion of the Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the Original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested;

(4) The amendment must be in conformity with all of the Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the land records in the county or counties where this Conservation Easement is recorded.

The Grantors and the Grantee may agree to an amendment in lieu of engaging in full condemnation proceedings; provided, however, that the Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Article X. above. In such event, an amendment shall only be required to satisfy Article XI.B.(5) and (6).

C. Compliance with Other Laws. The provisions of this Conservation Easement do not replace, abrogate, or otherwise set aside any local, state, or federal laws, requirements, or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which, if complied with by the Grantors, would be a violation of a provision of this Conservation Easement, the Grantors shall (i) if said law requires a specific act without any discretion on the part of the Grantors, comply with said law and give the Grantee written notice of the Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply; or (ii) if said law leaves to the Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give the Grantee written notice of the Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.



E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If the Grantors at any time own the Property in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. The Grantee shall record this instrument in a timely fashion among the land records of Washington County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

H. Notice to the Grantors and the Grantee. Any notices pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as a party may establish in writing on notification to all other parties hereto, or to such other address as a party knows to be the actual location(s) of the other party:

If to the Grantors: **Karlynn A. Wierer**
637 J David Street SE
Salem, Oregon 97306

If to the Grantee: Board of County Commissioners of Washington County, Maryland
c/o Department of Planning & Zoning
100 West Washington Street
Hagerstown, MD 21740

1. Counterpart Signatures. This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not limitation, facsimile, Adobe PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the Board of County Commissioners of Washington County, Maryland, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon the Grantors, their survivors, agents, personal representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.



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

IN WITNESS WHEREOF, the Grantors and the Grantee have hereunto set their hands and seals.

ATTEST:

Melissa M. Ebert

GRANTOR:

Karlynn A. Wierer (SEAL)

STATE OF Oregon, Marion COUNTY, to-wit:

I HEREBY CERTIFY that on this 14 day of January, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Karlynn A. Wierer, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Official Notarial Seal.

Melissa M. Ebert
Notary Public

My Commission Expires: November 16, 2026



2/11/2025

AGRICULTURE TAX \$ no ag tax
ACREAGE 85.85 Acres
CLFRK Lisa Johnson

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County
Lisa Johnson

Robert M. Breeding, Treasurer
Taxes Paid in 2-11-25



ATTEST:

GRANTOR:

(SEAL)

Kristi A. Wierer-Dubois

STATE OF Tennessee, Cumberland COUNTY, to-wit:

I HEREBY CERTIFY that on this 22 day of January, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kristi A. Wierer-Dubois, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Official Notarial Seal.

My Commission Expires:

02/09/25

Notary Public



ACCEPTED BY GRANTEE:

ATTEST:

Dawn L. Marcus
County Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

John F. Barr, President

Approved as to legal form and sufficiency. "Approved" means the document meets the legal requirements for a deed if Exhibit A is completed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Rosalinda Pascual
Deputy County Attorney



I hereby certify this document was prepared by or under the supervision of Rosalinda Pascual, an attorney admitted to practice by the Supreme Court of Maryland.

Rosalinda Pascual
Deputy County Attorney

Mail to:
County Attorney's Office
100 West Washington Street, Suite 1101
Hagerstown, MD 21740



EXHIBIT A
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRISTI A. WIERER-DUBOIS
Description of Easement Property - Page 1 of 1

ALL that farm, tract, or parcel of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 8, Washington County, Maryland, being the property identified by the State Department of Assessments and Taxation as tax account no. 08-005362, and being depicted on the Plat entitled "Boundary Survey for Rural Legacy Easement Across the Lands of Dorothy Wierer, Karlyn A. Wierer And Kristi A. Wierer-Dubois, Deed Book 7054, Page 386" prepared by Triad Engineering, Inc., dated 03/01/2024, and recorded at Miscellaneous Plat Folio 1024 among the Plat Records of Washington County, Maryland, on March 1, 2024, a copy of which appears below. *[Dorothy Wierer is now deceased.]* SAID PLAT recites that the Easement contains two parcels: [1] 85.446 acres, more or less, and [2] 0.407 acres, more or less. SAID LANDS SPECIFICALLY EXCLUDE: [1] that parcel of land conveyed by William M. Gloss and Goldie R. Gloss unto Roger E. Rohrer and Gladys L. Rohrer by Deed dated October 28, 1964 and recorded in Liber 415, Folio 455 among the Land Records of Washington County, Maryland, to which reference is hereby made for a more particular description thereof; [2] the road bed of Trego Road, and [3] the bed of the former railroad lands conveyed to the State of Maryland for the use of the Department of Natural Resources (the "DNR") on September 6, 1991 and recorded in Liber 1015, Folio 796 among the aforesaid Land Records.

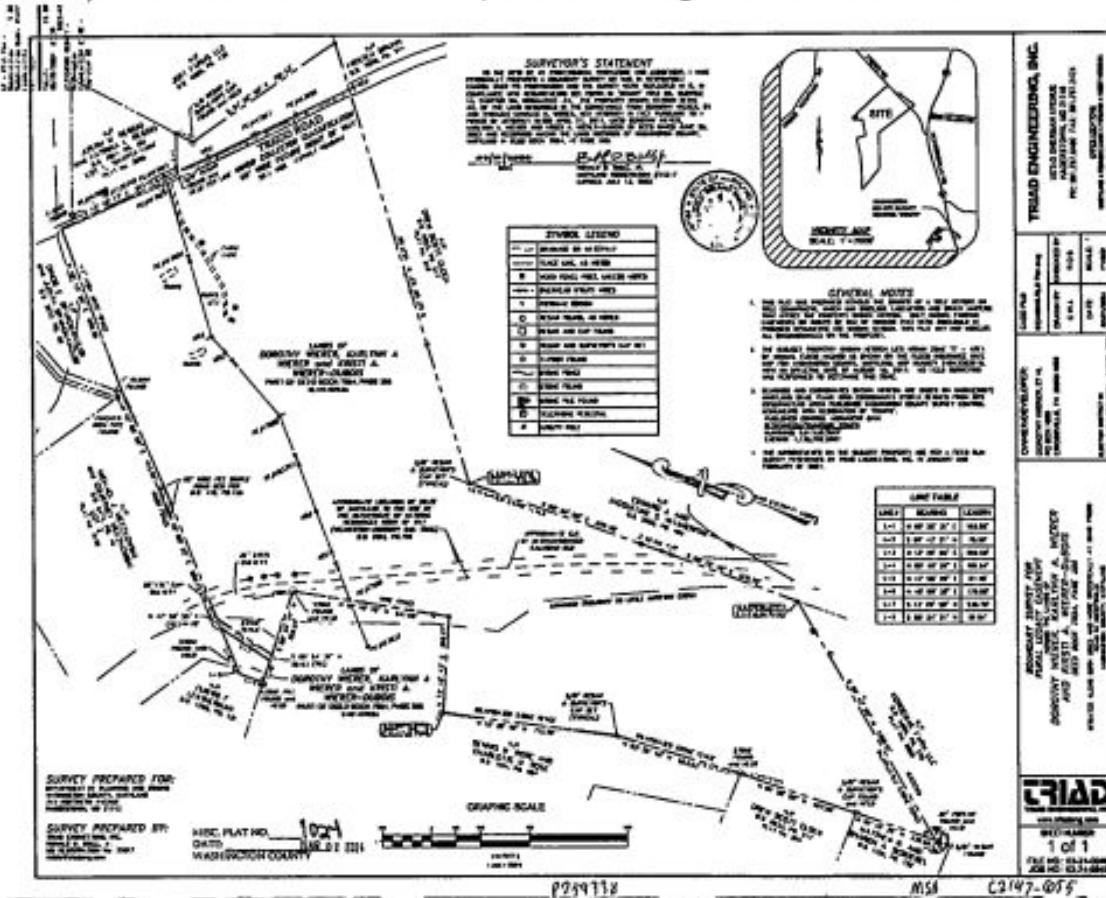




EXHIBIT B
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRISTI A. WIERER DU-BOIS
Summary of Conservation Values
Page 1 of 1

1. Historical Significance of the Area:

The Property lies in a part of Keedysville, Maryland, which was heavily trafficked during the Civil War and the Battle of Antietam. The Property is the site of the historic log complex ruins listed on the Maryland Inventory of Historic Properties (MIHP) and the Weverton-Roxbury Rail Trail that is also listed on the MIHP.

2. Water Quality:

Two tributaries to Antietam Creek traverse the Property, from east to west and south to north, accumulating roughly 3,500 linear feet of waterway that will be protected with buffers by this Conservation Easement.

3. Open Space:

The Property is inside of the Rural Legacy boundary. The Easement area itself consists of 85.853 acres, of which 23.99 acres are Woodlands with the remaining acreage consisting of farmland and the building ruins.

4. Master Plan:

This Conservation Easement is consistent with and pursuant to the Washington County Comprehensive Plan adopted by the Board of County Commissioners in 2002. The Property is zoned Preservation with a density of 1 dwelling unit per 30 acres.

5. Woodland:

The Property contains 23.99 acres of Woodland.

6. Viewshed:

The Easement will protect 1,300 linear feet of viewshed along Trego Road.



EXHIBIT C
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRISTI A. WIERER-DUBOIS
Inventory of Structures
Page 1 of 1

Dwelling Unit (ruins)– 800 sq. ft.
Barn (ruins) – 1,500 sq. ft.



EXHIBIT D
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRISTI A. WIERER-DUBOIS
Color Digital Images of Easement Area
Page 1 of 1

The Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith.

<u>Item #</u>	<u>Description of Photographs</u>
#1	Northeast side of Trego Road facing east
#2	Northeast side of Trego Road facing northwest
#3	Farmhouse ruins facing southwest
#4	Barn ruins facing southwest
#5	Eastern entrance facing northwest
#6	Eastern entrance facing southwest
#7	Southwest field facing south
#8	Southeast boundary facing southwest
#9	Southeast boundary facing northwest
#10	Central woods facing north
#11	Weverton-Roxbury Rail Trail facing north
#12	Northern field facing southwest



EXHIBIT E
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRISTI A. WIERER-DUBOIS
Aerial/Satellite Image of Easement Area
Page 1 of 1

EXHIBIT E

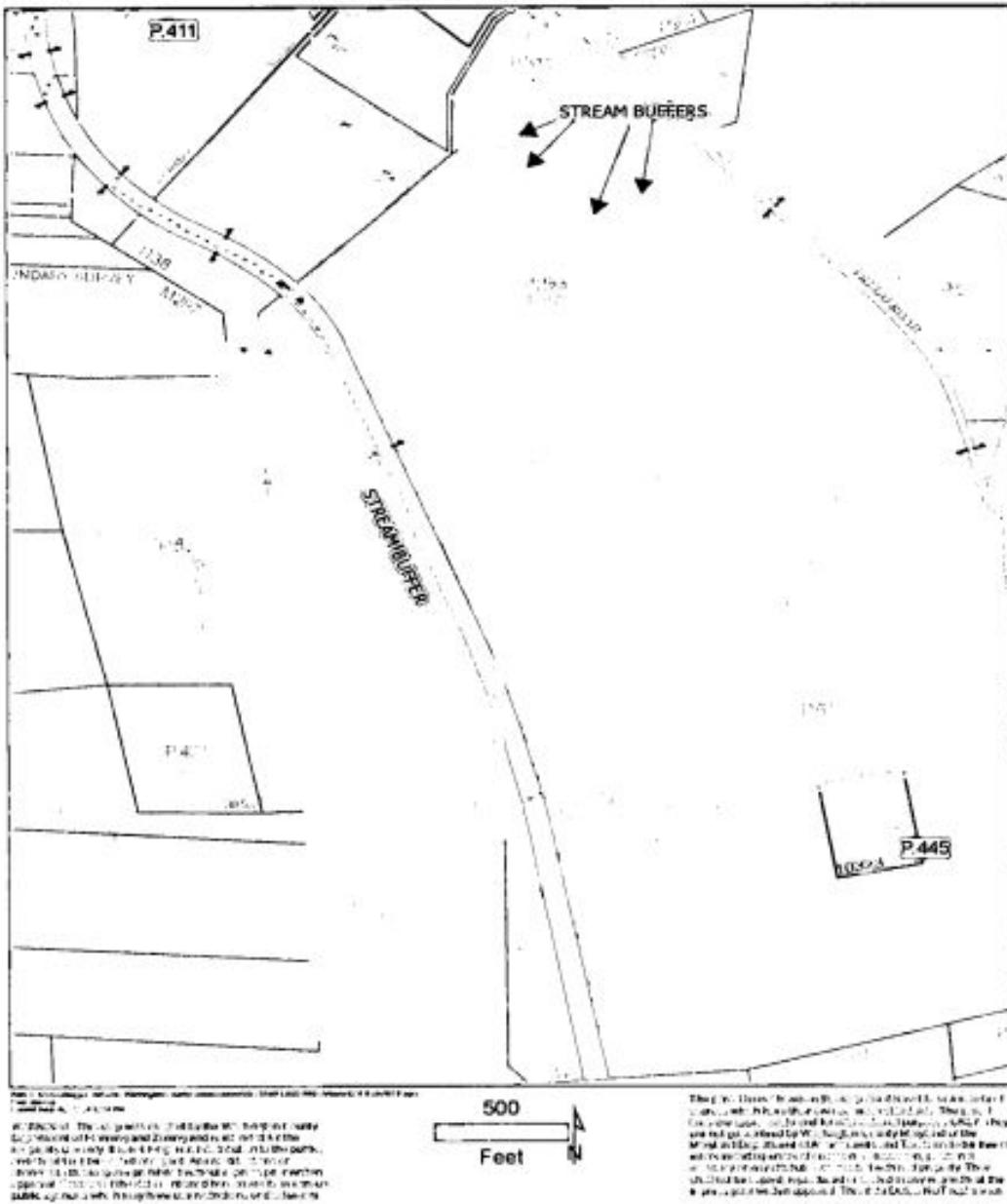
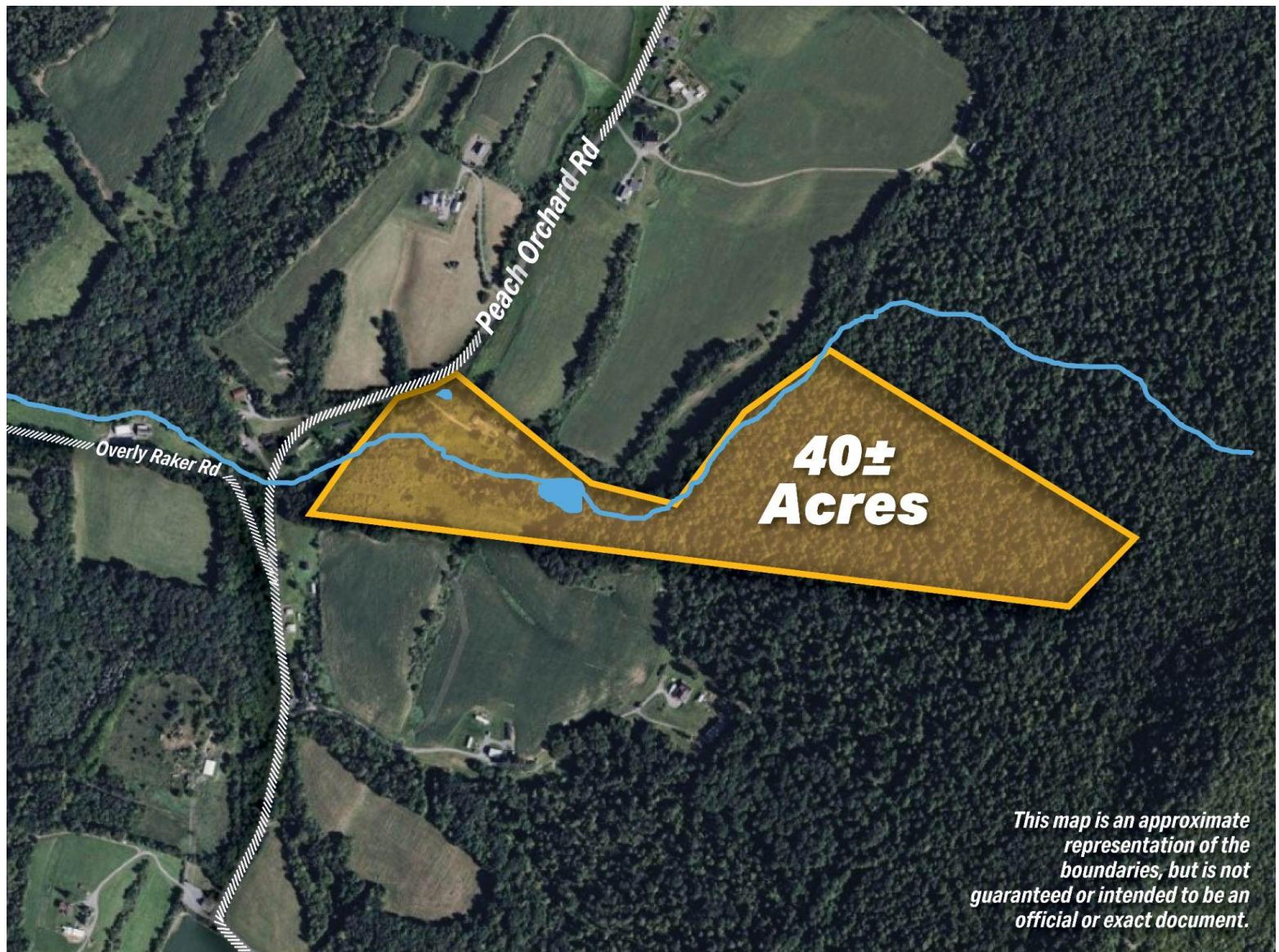




EXHIBIT F
DEED OF CONSERVATION EASEMENT
KARLYNN A. WIERER & KRIST A. WIERER-DUBOIS
Tax Map Showing Approximate Location of Property
Page 1 of 1

This is to be used only by the Grantee as an aid for locating the Property. It is not a plat or legal description of the Property.









OWNED BY: **Karlynn A. Wierer & Kristi A. Wierer-DuBois**

LOCATED AT: **3940 Trego Rd, Keedysville, MD 21756**

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$10,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Auction Company when the property is struck down, and the balance, without interest, on or before March 24, 2026 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 1 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Washington County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
10. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
11. This agreement shall survive closing.
12. This agreement may be signed and transmitted by email.
13. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



All about Multi-parcel Auctions:

Hurley Real Estate & Auctions has developed a strong reputation for our ability to handle multi-parcel auctions effectively. In a multi-parcel scenario, a tract of land can be offered in smaller individual tracts, combinations of tracts, or as a whole.

How does it work?

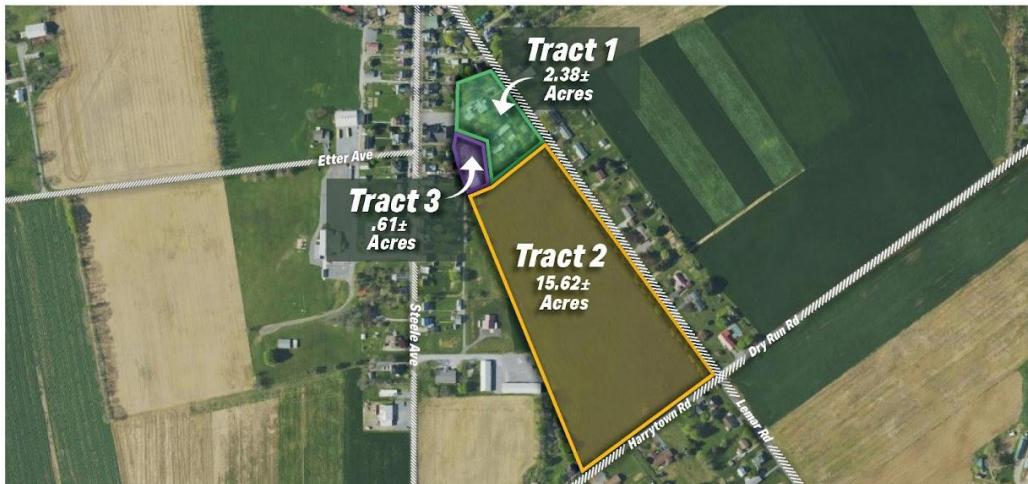
1. The auctioneer will offer the tracts individually first. The bids are recorded visually for the bidders, usually on a white board.
2. Then the auctioneers asks if there is anyone interested in a combination of tracts. Original individual bidders may be out-bid; but with each round original bidders are always able to increase their bids.
3. Then the auctioneer will offer the entire property as a whole. If there is a bid made that surpasses all the individual and/or combination bids, that would be the new high bidder.
4. Bidders will always have the option to increase their bids on any tract, combination of tracts, or on the whole property.





Multi-parcel Auction Example:

Let's imagine the property to the right is being offered at auction in three tracts. At the auction, the bidding may go as follows*:



1
Each tract
is offered
individually.

2
Combinations
of tracts are
offered.

3
The whole
property is
offered.

Tract 1	Tract 2	Tract 3
100,000	150,000	80,000
150,000	160,000	90,000
170,000	175,000	95,000
180,000	200,000	110,000
190,000		
220,000	240,000	

Combinations
Tract 1&2 (465,000 needed)
465,000
470,000
480,000
500,000

Whole
(615,000 needed)
620,000
625,000
630,000
635,000

Combination bids must be greater than the sum of the individual high bids. This bid would become the new high bid for Tracts 1&2.

A high bid for the entire property would need to surpass any other individual and/or combination bid(s) in order to prevail.

(*This is a fictitious example and not realized bids)



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- Do I need to pre-qualify? No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



Purchasing a property at auction has never been easier!

In fact, each year real estate auctions become more and more popular. The following financial institution/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



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The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



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Nathan C. Bonner — Title Agent

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983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
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nathan@buchanansettlements.com
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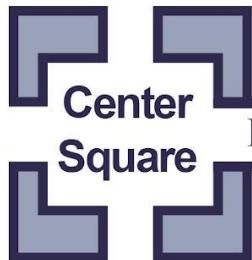
Visit one of our 3 convenient locations:

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Clinton T. Barkdoll | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone 717-762-3374

Fax 717-762-3395

Email clint@kullalaw.com



Real Estate Settlement Services, Inc.
19 Fifth Avenue
Chambersburg, PA 17201

717-446-0739
717-446-0791 fax

info@keystonesettlements.net

Visit our website at www.keystonesettlements.net



Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



**Your *land*,
your *legacy*,
sold *right*.**



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
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Kaleb Hurley, Agent: PA RS360491; MD 5009812