IMP FD SURE RECORDING FEE \$20.00
TR TAX STATE \$5,500.00
CTY TR TAX \$5,500.00
CTY REC TAX \$10,890.00
TOTAL \$21,950.00
Clerk, Cir Ct, QA County
KA Mar 13, 2020 10:37 am

This Document Prepared By and Return to: Lockey & Associates, LLC 2525 Riva Road, Suite 143 Annapolis, MD. 21401

05-040531 & 05-032571 Tax Account No./Parcel Indentifier

This Deed

Made this ZEHA day of February, 2020, by and between The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies party(ies) of the first part, and Tabor Place, Inc. as Sole Owner party(ies) of the second part:

WITNESSETH, that in consideration of the sum of \$1,100,000.00 receipt of which is hereby acknowledged, and which party(ies) of the first part certify under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party(ies) of the first part do(es) grant and convey unto the party(ies) of the second part in fee simple as Sole Owner all that property situate in Queen Anne's County, State of Maryland, described as:

DESCRIPTION OF PARCEL 1-A, 51.85 ACRES, MORE OR LESS, FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point at the intersection of the division line between the lands of John A. O'Brien (see M.W.M. 229/700) and the herein described lands with the north side of Cheston Lane; said road having a right-of0-way width of fifty (50) feet.

Thence, leaving said beginning point so fixed and binding on the division line between the aforesaid O'Brien Lands and the herein described lands the following two (2) courses and distances, North 63 degrees 32 minutes 58 seconds West 688.06 feet to a point. Thence, North 04 degrees 30 minutes 22 seconds West 400.00 feet to a point at the intersection of the division line between the aforesaid O'Brien Lands, the lands of Aspen Institute for Humanistic Studies (see M.W.M. 153/377) and the herein described lands.

Thence, leaving the aforesaid O'Brien Lands and binding on the division line between the aforesaid Aspen Institute Lands and the herein described lands the following four (4) courses and distances; North 85 degrees 29 minutes 38 seconds East 668.09 feet to a point on the southerly side of a private right-of-way. Thence, North 85 degrees 29 minutes 38 seconds East 11.93 feet to a point. Thence North degrees 06 minutes 45 seconds West 54.55 feet to a point on the northerly side of a private right-of-way. Thence North 14 degrees 06 minutes 45 seconds West 462.22 feet to a point at the intersection of the division line between the aforesaid Aspen institute Lands, the lands of Clive C. Haley, Jr. (see M.W.M. 265/655) and the herein described lands.

Thence, leaving the aforesaid Aspen Institute Lands and binding on the division line between the aforesaid Haley Lands and the herein described lands North 75 degrees 53 minutes 15 seconds East 1,382.02 feet to a concrete monument on the South side of Quarter Creek Drive; said road having a right-of-way width of fifty (50) feet

Thence, leaving the aforesaid Haley Lands and binding on the aforesaid Quarter Creek Drive North 75 degrees 53 minutes 15 seconds East 72.55 feet to an iron rod set.

Thence, leaving the aforesaid road and running for a new line of division through the lands of Wye Institute, Incorporated (see C.W.C. 5/582) South 16 degrees 49 minutes 58 seconds East 1,083.53 feet to an iron rod set on the North side of the aforementioned Cheston Lane.

Thence, leaving the aforesaid Wye Institute Lands and binding on the aforementioned Cheston Lane the following nine (9) courses and distances: South 65 degrees 01 minutes 50 seconds West 43.93 feet to a point of curvature; thence, with the arc of a curve to the right a distance of 54.15 feet to a point of reversed curvature; said curve being scribed by a chord of North 83 degrees 56 minutes 47 seconds West 51.54 feet and having a radius of 50.00 feet. Thence, with the arc of a curve to the left 238.24 feet to a point of reversed curvature; said curve being scribed by a chord of south 65 degrees 01 minutes 50 seconds West 194.33 feet and having a radius of 110.00 feet. Thence with the arc of a curve to the right a distance of 54.15 feet to a point of tangency; said curve being scribed by a chord of South 34 degrees 00 minutes 27 seconds West 51.54 feet and having radius of 50.00 feet. Thence, South 65 degrees 01 minutes 50 seconds West 573.94 feet to a point on the easterly side of the aforementioned private right-of-way. Thence, South 65 degrees 01 minutes 50 seconds West 50.00 feet to a point on the westerly side of the aforementioned private right-of-way. Thence South 65 degrees 01 minutes 50 seconds West 260.73 feet to a point of curvature. Thence, with the arc of a curve to the right 392.03 feet to a point of tangency; said curve being scribed by a chord of South 79 degrees 00 minutes 55 seconds West 388.14 feet and having a radius of 803.07 feet. Thence, North 87 degrees 00 minutes 00 seconds West 150.00 feet to the place of beginning. Containing in all, 51.85 acres of land, more or less, as described by McCrone, Incorporated, Registered Professional Engineers and Land Surveyors, in May of 1989 and shown on a plat attached hereto and intended to be recorded herewith.

BEING the sane land conveyed from the Wye Institute, by a deed dated November 3, 1989 and recorded among the land records of Queen Anne's County, Maryland in Liber 340 folio 602

TAX ID 05-032571

SUBJECT, HOWEVER, regarding PARCEL 1-A, 51.85 ACRES, MORE OR LESS, to the covenant and restriction that the Property, PARCEL 1-A, shall be SUBJECT, HOWEVER, to the covenant and restriction that the Property shall be limited to and solely used for cultural, intellectual, educational and charitable purposes or research and experimental forestry projects. This restrictive covenant is to be construed as a part of the consideration of this conveyance and shall be a covenant running with the land and by binding upon the Grantee, its successors and assigns, and shall inure to the benefit of and be enforceable by WYE INSTITUTE, its successors and assigns; and if WYE INSTITUTE ceases to exist and does not assign its rights of enforcement to another entity, then The State of Maryland To The Use Of The University Of Maryland System ("University of Maryland"), its successors and assigns, shall succeed to the rights of enforcement, and if the University of Maryland ceases to exists and does not assign the rights of enforcement to another entity, then the rights of enforcement shall belong to and inure to the benefit of such other charitable trust, corporation or organization, selected as hereinafter provided, located in the State of Maryland, which shall at that time qualify as an exempt organization described in section 2055 (a), 2522 (a) and 170 (c) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue Law). The selection of the foregoing charitable trust, corporation or organization is vested first, in the majority of Arthur A. Houghton and James G. Nelson, and the survivor of them, and, second, after the death of all of the aforesaid individuals, in Market Street Trust Company, a New York corporation, its successors and assigns.

PARCEL 2, 34.5460 ACRES OF LAND, MORE OR LESS, FIFTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND:

Description of a Survey of a Part of the land of Wye Institute, Inc., in the fifth election district of Queen Anne's County, Maryland

BEGINNING for the same at a point on the easterly shore of the Wye River, said Point being the southwesterly corner of the herein described land and bearing North 68 degrees 37 minutes 16 seconds West 3656.06 feet from a Concrete Monument at the end of the North 15 degrees 02 minutes East 431.78 foot course contained in the description of the 16.266 acre Reserved Parcel as described in a Deed from Marion D. Andrus and Leon A. Andrus to Wye Institute, Inc., dated January 24, 1964 and recorded in the Land Record Books of Queen Anne's County, Maryland under Liber CWC 5, folio 582, and from said Place of Beginning running by and with the mean high-water line of the said Wye River and Quarter Creek and the many meanderings thereof, generally, the

following thirteen courses and distances; (1) North 67 degrees 10 minutes 51 seconds East 154.67 feet; thence (2) North 78 degrees 16 minutes 11 seconds Eat 115.63 feet; thence 93) North 59 degrees 51 minutes 37 seconds East 311.94 feet; thence (4) North 30 degrees 38 minutes 10 seconds East 362.30 feet; thence (5) North 00 degrees 36 minutes 36 seconds East 334.29 feet; thence (6) North 43 degrees 02 minutes 26 seconds East 261.20 feet; thence (7) North 69 degrees 31 minutes 40 seconds East 424.12 feet; thence (8) South 40 degrees 04 minutes 50 seconds East 212.25 feet; thence (9) South 42 degrees 08 minutes 36 seconds West 283.62 feet; thence (10) South 01 degrees 28 minutes 09 seconds East 217.66 feet; thence (11) South 86degrees 59 minutes 23 seconds East 45.00 feet; thence (12) North 42 degrees 05 minutes 43 seconds East 315.64 feet; thence (13) North 68 degrees 54 minutes 45 seconds East 115.3 feet; thence by and with a new division line between the herein described land and the reserved land of Wye Institute, Inc., the following five courses and distances: (14) South 06 degrees 07 minutes East 28 feet, more or less, to a Concrete Monument; thence (15) continuing South 06 degrees 07 minutes East 1231.77 feet to a Concrete Monument; thence (16) North 86 degrees 30 minutes 37 seconds West 1200.02 to a Concrete Monument thence (17) North 63 degrees 24 minutes 54 seconds West 570.89 feet to a Concrete Monument; thence (18) continuing North 63 degrees 24 minutes 54 seconds West 35 feet, more or less, to the Place of beginning, containing 34.5460 Acres of Land, more or less; TOGETHER WITH a right-of-way over the drive as now in use to the end of the public road known as Cheston Lane; and

BEING the same land described in a deed from the Wye Institute, Inc., dated July 13, 1979 and recorded in the Land Records Books of Queen Anne's County, Maryland under Liber 153, folio 377

TAX ID 05-040531

which has an address of 201 Wye Woods Way, Queenstown, MD 21658

TOGETHER with, regarding PARCEL 2, 34.5460 ACRES OF LAND, MORE OR LESS, a permanent easement in common with others over that certain private road ("Private Road") extending from the Subject Property to the Queen Anne's County public road known as Cheston Lane;

AND TOGETHER with, regarding PARCEL 2, 34.5460 ACRES OF LAND, MORE OR LESS, such easements over property the Grantor owns surrounding and adjacent to the Subject Property as may be reasonably necessary to provide utility services to the Subject Property, such easements to include the right, from time to time, to place, construct, operate, repair, maintain, relocate, replace, remove and extend thereon electrical, telecommunication, gas, water, sewer and other utility distribution lines or systems necessary for delivery of the aforesaid services now or in the future to the Subject Property In the exercise of its rights under this paragraph, grantee covenants and agrees to place and locate any and all such utility distribution lines or systems underneath the ground, and further covenants and agrees to restore the ground to a condition similar to the condition in which it existed prior to any construction or excavation conducted hereunder. Such easements shall be exercised within ten (10) feet of either side of the Private Roadway and shall not unreasonably interfere with the highest and best uses of the Grantor's property as such uses may now or hereafter exist.

SUBJECT to covenants, easements and restrictions of record.

SUBJECT to A Name Reservation Covenant. Grantee agrees not to refer to any of the operations or businesses associated with the Real Property as any name that could reasonably be perceived as being associated with the Aspen Institute, Inc. which names shall include Wye Woods, Aspen, or any combination thereof, without the prior written consent of the Seller, which shall not be unreasonably withheld. This name reservation covenant is to be construed as a part of the consideration of this conveyance and shall be a covenant running with the land and by binding upon the Grantee, its successors and assigns, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns.

SUBJECT to the following Restrictive Covenant: The Grantee agrees to prohibit the use of the property for any mining or dredge disposal operation; commercial livestock operations; airport; shooting club; or nudist camp. This restrictive covenant is to be construed as a part of the consideration of this conveyance and shall be a covenant running with the land and by binding upon the Grantee, its successors and assigns, and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said party(ies) of the second part in fee simple.

BEING the same property described in Liber 153 folio 377 and in Liber 340 folio 602, among the said Land Records.

AND the said party(ies) of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said party of the first part has set its hand(s) and seal(s) the year and day first above written.

Printed Name: Alison Chaussey Witness

The Aspen Institute, Inc., formerly known as Aspen

Institute For Humanistic Studies

(Seal) James Schine Crown, Chairman of the Board

State of _____ County of Lake

I Hereby Certify that on this 25th day of February, 2020, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear James Schine Crown, Chairman of the Board of The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies on behalf of the corporation a body corporate whom acknowledged himself to be the Chairman of the Board of The Aspen Institute, Inc a body corporate, and as such James Schine Crown, did acknowledge that he executed the aforegoing deed as Chairman of the Board of said corporation as its corporate act, that the aforegoing conveyance was duly authorized by a Resolution of the Board of Directors of said corporation, and that said conveyance is not a conveyance of all or substantially all of the assets of said corporate grantor herein.

Printed Name: Christine Notary Public

My Commission Expires: 6 14 2020

"OFFICIAL SEAL" CHRISTINE D. PAK NOTARY PUBLIC. STATE OF ILLINOIS **COUNTY OF LAKE** MY COMMISSION EXPIRES 06-14-2020

IN TESTIMONY WHEREOF, the said party of the first part has set its hand(s) and seal(s) the year and day first above written.

> The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies

Witness

Daniel R. Porterfield, President and CE

of Washing

Banct I Hereby Certify that on this 215 day of February, 2020, before me, the undersigned subscriber, unminimum a notary public for the state of the a notary public for the state and county aforesaid, did personally appear Daniel R. Porterfield, President and CEO of The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies on behalf of the corporation a body corporate whom acknowledged himself to be the President and CEO of The Aspen Institute, Inc a body corporate, and as such Daniel R. Porterfield, did acknowledge that he executed the aforegoing deed as President and CEO of said corporation as its corporate act, that the aforegoing conveyance was duly authorized by a Resolution of the Board of Directors of said corporation, and that said conveyance is not a conveyance of all or substantially all of the assets of said corporate grantor herein.

Printed Name: VICTOIZIA

Notary Public District of Court
My Commission Expires: 11 30 202

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Grantors' Address 2300 N Street, NW, Suite 700	0, Washington, DC	20037
Grantees' Address P.O. Box 3622, Annapolis, M	D 21403	
Title Insurer Old Republic National Title Insu	trance Company	
The Aspen Institute, Inc., formerly known	Deed as Aspen Institute l	For Humanistic Studies
	m	
Tabor Place, Inc.	То	
Received for record on the day of at o'clock,M. and recorded in Liber No. among the Land Records of the County of	, . , foli	io ,
among the Land Records of the County of		State of Maryland
		CLEI
		,
CASE# WyeWoods2019		

This Document Prepared By and Return to: Lockey & Associates, LLC 2525 Riva Road, Suite 143 Annapolis, MD. 21401 QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3284, p. 0029, MSA_CE58_3499. Date available 03/17/2020. Printed 05/18/2021.

BOOK: 3284 PAGE: 29

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2020

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-

General Article, Annotated Code of Maryland. Section 10-912

provides that certain tax payments must be withheld and

pald when a deed or other instrument that effects a change

In ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1.,	. Transferor Information Name of Transferor The Aspen Institute, Inc., formerly	y known as Aspen Institute For Humanis	t10 Studies						
2,	Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers). 201 Wye Woods Way, Queenstown, MD 21658								
Э.	Reasons for Exemption								
	Resident Status As of the date this form is signed, I, Transferor, am a resident of the State of Maryland								
	Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.								
	residence as defined in IRC 121 (n	Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.							
jouwen	Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.								
За	3a. Individual Transferors	,	ni dining ann ang paging ping pinang paging pa ging						
	Witness	Name **	*Data						
		Signature .	And						
3b	3b. Entity Transferors	тадын бай бай таруу сант - на 4 кай 20 бект - пратина та чатаатын мардын тарын тарын тарын бай үү (1) 4 тебана та	ospidanojanovidakidostromicosia						
	alison Chaussey	The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies							
	Witness/Attest Alison Chaussey	Name of Entity	**************************************						
		James Schine Crown	02/28/2020						
			*Date						
		Chairman of the Board	- 						
	*	Title							

** Form must be dated to be valid.

Note: Form Is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

MARYLAND FORM WH-AR

QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) KBH 3284, p. 0030, MSA_CE58_3499. Date available 03/17/2020. Printed 05/18/2021

BOOK: 3284 PAGE: 30 Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Posidence or Principal Posidence

Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

In ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1.	Transferor Information								
÷ :	Name of Transferor The Aspen Institute, Inc., former	cly known as Aspen Institute For Humanistic Studies							
2.	Description of Property (Street address. If no address is available, include county, district, subdistrict and 201 Wye Woods Way, Queenstown, Maryland 21658								
3.	Reasons for Exemption								
	Resident Status As of the date this form is signe	d, I, Transferor, am a resident of the State of Maryland.							
	Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign document on Transferor's behalf.								
	l residence as defined in IRC 121	ent of the State of Maryland, the Property is my principal (principal residence for 2 (two) of the last 5 (five) years) and is the State Department of Assessments and Taxation.							
**************************************	Under penalty of perjury, I certify that I have examined knowledge, it is true, correct, and complete.	this declaration and that, to the best of my							
Зa.	Individual Transferors								
	Witness								
		Name **Date							
<u> </u>		Signature							
3b.	Entity Transferors								
	Chrysie Wickels	The Aspen Institute, Inc., formerly known as Aspen Institute For Humanistic Studies							
	witness/Attest	Name of Entity							
		By 02/28/2020							
		Daniel R. Porterfield Name **Date							
		President and CEO							
		Title							

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

^{**} Form must be dated to be valld.

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								2.6(-)	Marra(a)			
8 Transferred				antee(s) Name(s)			Doc. 2-Grantee(s) Name(s)					
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Firm: Lockey & Associates, LLC												
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	I I Yes V No Was the property surveyed? If yes, attach copy of survey (if recorded, no copy required.).							.)				
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