

## **EXHIBIT D**

STEVEN WILSON

Plaintiff

v.

SCOTT WILSON, *et al.*

Defendants

\* \* \* \* \*

SCOTT L. WILSON, *et al.*

Counter-Plaintiffs

v.

STEVEN L. WILSON

Counter-Defendant

\* \* \* \* \*

**ORDER**

This matter having come before the Court on Count III – Partition of the Defendants/Counter-Plaintiffs Scott Wilson’s, Sharon Clabaugh’s and Mabel Wilson’s Amended Counterclaim, filed December 23, 2019, and Plaintiff/Counter-Defendant Steven Wilson’s Answer, filed March 30, 2020, the Parties having appeared before this Court on May 27, 2021, with the representation of counsel, and by the stipulation of the Parties, and

WHEREAS the Parties have agreed that the property known as the “Kiser Farm,” which consists of approximately 81 acres, a house, several barns and outbuildings and a cell tower cannot be equitably physically divided and the parties have not agreed upon a physical division of the said property, but have agreed upon the hereinafter set forth disposition of the Kiser Farm property, it is hereby

**ORDERED**, that equitable title to the five parcels comprising the “Kiser Farm,” as defined in the pleadings, specifically: (1) tax ID: 17-00-003431 (.35 acres located at Sampson Road/300 ft. SW Old York Rd); (2) tax ID: 07-11-035190 (37.55 acres located at E. & WS Old York Rd/NE Corner Lentz Rd.); (3) tax ID 07-11-035191 (39.857 acres located at Old York Rd/NE Corner Lentz Rd.); 94) tax ID 007-11-035192 (2.941 acres located at Old York Rd/NE Corner Lentz Rd); and (5) tax ID: 07-11-035194 (.459 acre located at NWS Lentz Rd/150 Ft. NW Old York Rd. and referenced on the attached SDAT records), (all of the aforesaid acreages being more or less correct) shall be transferred to an Independent Trustee to oversee and administer the valuation and sale of the Kiser Farm; and it is further

**ORDERED**, that the Release of Mortgage for the Kiser Farm, dated July 24, 2000, shall be immediately recorded with the Land Records for Baltimore County; and it is further

**ORDERED**, that the Independent Trustee shall be Ralph Sapia, Esquire, who shall be compensated at the rate of \$325 per hour; whose contact information is 410-828-8900, 744 Dulaney Valley Road, Suite 5, Towson, Maryland 21204 **who shall not be required to post bond.** The Independent Trustee, following its valuation of the Kiser Farm and setting a price for sale, shall provide each Party the competing right of right of first refusal with respect to the purchase of the other’s undivided one-half interest in Kiser Farm. If no Party is able or willing to exercise such right of first refusal, the Independent Trustee shall proceed with a public sale of the entire Kiser Farm; and it is further

**ORDERED**, that following the payment of the costs of the sale, whether such sale is procured by a Party’s election to purchase the other Party’s undivided one-half interest in the Kiser Farm, and the Independent Trustee’s acceptance thereof, of the net proceeds of sale the

Plaintiff shall receive the first Fifteen Thousand Dollars (\$15,000) if one Party is purchasing the other's undivided one-half interest in the Kiser Farm, or the first Thirty Thousand Dollars (\$30,000) of the net proceeds of sale if the entirety of the Kiser Farm is sold at public auction, with the then-remaining proceeds divided between the Parties as follows: fifty percent (50%) to the Plaintiff, and fifty percent (50%) to the Defendant, Mabel E. Wilson; if either Party purchases the Kiser Farm, that party shall maintain the agricultural assessment on the Kiser Farm or pay any agricultural transfer tax, which is assessed, and it is further

**ORDERED** that Defendants shall be permitted to perform monthly inspections in each calendar month, beginning in June, 2021 at the real property and improvements located at 21128 Lentz Road, Parkton, Maryland, commonly known to the Parties as "Home Farm" and as further described in the pleadings, until December 31, 2021, with the exception of Sundays, with such inspections limited to the outbuildings and grounds only (and under no circumstance will include the interior of the main residence located on the Home Farm) and limited to three (3) hours; and it is further

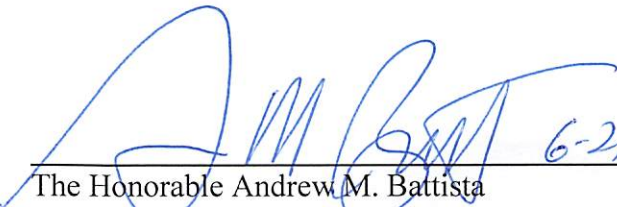
**ORDERED** that Defendants shall provide Plaintiff at least seven (7) days' written notice delivered to the Plaintiff's attorneys by email or regular mail of any intended inspection so that the Parties can schedule such inspections in good faith; and it is further

**ORDERED** that during each such monthly inspection, the Parties shall stay at least one hundred (100) feet apart from one another; and it is further

**ORDERED** that a neutral party, or one of the parties' attorneys, shall be present with the Defendants at all times during each monthly inspection; and it is further

**ORDERED** that neither the Defendants nor their agents, representatives, contractors, or designees, while Plaintiff remains in possession of Home Farm, shall enter any portion of the

Home Farm, including via drone, all-terrain vehicle or otherwise, at any time other than during the  
aforementioned monthly inspections.

 6-21-2024  
The Honorable Andrew M. Battista  
Circuit Court for Baltimore County  
Case No.: 03-C-18-012257