TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 985, p. 0871, MSA_CE91_922. Date available 01/02/2004. Printed 05/15/2019.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 21st day of December, 2000, by and between GARY C. DUNN, having an address at 22020 Benders Lane, Sherwood, Maryland 21665 ("Grantor") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("Grantee")

IMP FD SURE $ 5.00
RECORD FEE 75.00
TOTAL 80.00
Rest TA01 Rcpt # 36190
MAS 9493 Blk # 577
Dec 28, 2000 03:50 PM

WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature and is created and existing pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1997 Replacement Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantor owns in fee simple 19.15 acres, more or less, of certain real property ("Property") situate, lying and being in the Fifth Election District of Talbot County, Maryland and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Folco Gibellini by Deed dated May 17, 1999 and recorded among the Land Records of Talbot County, Maryland in Liber 930, Folio 980 and more particularly described and shown on a plat entitled "Plat of a portion of Bald Eagle Point Farm in the Fifth Election District of Talbot County, Maryland", and recorded among the Land Records of Talbot County in Liber PC5, folio 47ii.

WHEREAS Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;

WHEREAS Grantor and Grantee recognizes the open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS Grantor and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing 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;

WHEREAS the Grantee is authorized by the laws of Maryland to accept, hold and administer conservation easements, and possess the authority to accept and are willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration ($0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto 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.

Return to: John Hutson
Maryland Env. Trust
100 Community Place, 1st Floor
Crownsville, MD 21673

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantor and his personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property. In addition, any commercial recreation, if not prohibited above, shall be limited to a *de minimis* amount.

B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservation Easement or state and local environmental or game laws; or (6) to signify the private nature of the property and to limit the access and activities which may be conducted thereupon (for example, signs stating "no hunting" or "no trespassing"); provided that no sign or billboard on 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 fifty (50) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, means of access and wildlife habitat.

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E. Diking, draining, filling or removal of wetlands is prohibited, except as is necessary for wildlife habitat management techniques which are prescribed in a plan or agreement approved by the Maryland Department of Natural Resources or its successor. Grantor shall obtain all necessary permits and approvals from the appropriate federal, state and local entities prior to implementing any such activity.

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

Management and harvesting of all forests on the Property shall also be in compliance with a Forest Stewardship Plan that is reasonably current, but in no event more than ten (10) years old (the "Plan"), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources and Grantee, whose objectives are natural heritage protection (including protection of forest-interior dwelling birds), water quality protection, and protection of the forest's scenic quality. No harvesting shall occur without an approved Forest Stewardship Plan. At a minimum, the Plan shall include:

(1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(2) a vegetation map and possibly a soils map and a topographic map;

(3) an access plan for the property, including all areas to be commercially managed;

(4) erosion control measures, specifically addressing water bodies and wetland areas; and

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above.

Notwithstanding the above, incidental cutting necessary for maintenance of landscaping trees, agricultural field borders, boundary lines or means of access, is permitted.

G. There are currently no structures on the property. No building, facility, or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

(1) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;

(2) To replace structures permitted under this Conservation Easement with structures of similar purpose;

(3) To improve, repair, restore, alter, expand, remodel, and maintain all structures permitted under this Conservation Easement in this Article;

(4) To construct and maintain reasonable means of access to all permitted uses and structures.

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H. Residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes and seasonal cabins) are prohibited on the Property.

I. Division of the Property into two or more parcels of land, for any purpose, is prohibited. However, the Grantee may approve the division of the Property for reasons which the Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

J. Grantor shall establish and maintain a vegetative buffer strip along Duns Cove . The minimum width of the buffer strip along Duns Cove shall be one hundred (100) feet (or larger as required by applicable law), except as may be reasonably necessary for (1) erosion control; (2) forest or wildlife management, subject to approval of Grantee; (3) recreational water uses and associated structures; (4) hunting, fishing, or trapping; or (5) access to the water. Manure and compost shall not be stored within one hundred (100) feet of streams or Bay shorelines. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of streams or Bay shorelines. Notwithstanding the aforegoing, the Grantor may utilize appropriate spraying for invasive, noxious and/or non-native weeds or plants such as for Phragmites.

K. Grantor hereby grants to Grantee all development 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 portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

L. All rights reserved by the Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.

M. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if the Grantor believes or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, the Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any covenant by ex parte temporary, and/or permanent injunction either prohibitive or mandatory; and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

LIBER0985 FOLIO874

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 985, p. 0874, MSA_CE91_922. Date available 01/02/2004. Printed 04/25/2019

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, its employees and agents and its successors and assigns, has the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor, his personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE V. EXHIBITS

The following exhibits are 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: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of two (2) pages.

C. Exhibit C: Color Slides of the Property With Description of Slides and Slide Index Numbers is kept on file at the principal office of the Maryland Environmental Trust and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit C consists of twenty (20) color slides and one (1) page.

D. Exhibit D: Annotated Aerial Photograph of the Property is kept on file at the principal office of the Maryland Environmental Trust and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of one (1) page.

E. Exhibit E: Tax Map Showing Approximate Location of the Property. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit E consists of one (1) page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

LIBER0985 FOLIO875

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ARTICLE VI. MISCELLANEOUS

A. Grantee may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained; and, 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 the proceedings are instituted for condemnation of this Conservation Easement, the Easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor, his personal representatives, heirs, successors or assigns, 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 Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its right under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantor agrees for himself, his personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.

C. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property.

G. 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 the 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.

H. Grantee shall record this instrument in timely fashion in the official records of Talbot County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

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I. Grantor and Grantee agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantee under this Conservation Easement. Grantor has provided a copy of this Conservation Easement to all mortgagees and trustees of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee and trustee has subordinated the mortgage or deed of trust to this Conservation Easement by signing a subordination clause at the end of this Conservation Easement, which shall be recorded in the land records at the time of recording of the remainder of this Conservation Easement.

J. Any notices by Grantor to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032 or to such other address as Grantee may establish in writing on notification to Grantor.

K. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by written notice to Grantee. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantee mails notice to Grantor of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, his survivors, agents, personal representatives, heirs, assigns and all other successors to him in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year above written.

GRANTOR:

Gary C. Dunn (SEAL)
Gary C. Dunn

STATE OF MARYLAND, County of Talbot, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared GARY C. DUNN, known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Tina N. Groce
Notary Public
My Commission Expires: 11/1/03

TINA N. GROCE NOTARY PUBLIC TALBOT CO., MD.

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ACCEPTED BY

THE MARYLAND ENVIRONMENTAL
TRUST AS GRANTEE:

John Bernstein

John Bernstein
Director

[Remainder of this page intentionally left blank]

LIBER 0985 FOLIO 878

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I hereby certify that this deed was prepared by or under the supervision of Philip E.L. DIETZ, JR attorney admitted to practice by the Court of Appeals of Maryland.

Philip E.L. Dietz

Approved as to legal form and sufficiency this 22 day of December, 2000. "Approved" means that the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

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DEED OF TRUST SUBORDINATION

LLOYD R. WEBB, Substitute Trustee and **Robert E. JARRELL**, Trustee, and **MIDATLANTIC FARM CREDIT, ACA, SUCCESSOR BY CONSOLIDATION OF CHESAPEAKE FARM CREDIT**, a federal instrumentality, who are respectively, the trustee and the beneficiary under a deed of trust dated May 17, 1999, given by **GARY C. DUNN** and recorded among the Land Records of Talbot County, Maryland, in Liber 930, folio 986, hereby join in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed o trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensiled this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 21 day of December, 2000.

WITNESS:

_____ _____ (SEAL)
Lloyd R. Webb, Substitute Trustee

_____ _____ (SEAL)
Robert E. Jarrell, Trustee

ATTEST:

Midatlantic Farm Credit, ACA, Successor by Consolidation of Chesapeake Farm Credit, ACA, a corporation organized and existing under the law of the State of Maryland,

_____ _____ (SEAL)
Assistant Secretary

Lloyd R. Webb — Name
Sr. Vice President — Title

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 985, p. 0880, MSA_CE91_922 | Date available 01/02/2024 | Printed 12/05/2019

STATE OF Maryland, COUNTY OF Dorchester: TO WIT:

I HEREBY CERTIFY that on this 21st day of December, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared **LLOYD R. WEBB**, Substitute Trustee known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sherrie C. Howard
Notary Public

My commission expires on 12-01-04

STATE OF Maryland, COUNTY OF Caroline: TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared **ROBERT E. JARRELL**, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen M. Truitt
Notary Public

My commission expires on August 4 2001

STATE OF Maryland, COUNTY OF Dorchester: TO WIT:

I HEREBY CERTIFY that on this 21st day of December, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared Lloyd R. Webb known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [he/she] is the Sr. Vice President of **MIDATLANTIC FARM CREDIT, ACA, SUCCESSOR BY CONSOLIDATION OF CHESAPEAKE FARM CREDIT, ACA,** a federal instrumentality, that [he/she] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sherrie C. Howard
Notary Public

My commission expires on 12-01-04

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Deed of Conservation Easement
Gary C. Dunn
Exhibit A
Boundary Description and Property Reference
Page One of One

ALL that parcel or tract of land, , containing 19.15 acres, more or less, situate in the Fith Election District of Talbot County, Maryland, shown as "Parcel 1"on a plat titled "Plat of a Portion of Bald Eagle Point Farm in the Fifth Election District of Talbot County, Maryland"" by Lane Engineering, dated October 16, 2000, and recorded among the Land Records of Talbot County, Maryland at Liber PC5, folio 47ii.

BEING part of the lands conveyed to the Grantor by deed dated May 17, 1999 and recorded among the Land Records of Talbot County, Maryland in Liber 0930, folio 980.

ALSO BEING more particularly described on the attached metes and bounds description entitled "Description of Easement Area A of Bald Eagle Point In the Fifth Election District Talbot County, Maryland" prepared by Lane Engineering, Inc.

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Lane Engineering, Inc.

Established 1986

Civil Engineers · Land Planning · Land Surveyors

15 Washington Street
Cambridge, Maryland 21613
Tel 410-221-0818
Fax 410-476-9942

408 North Washington Street
P.O. Box 1767
Easton, Maryland 21601
Tel 410-822-8003
Fax 410-822-2024

114 West Water Street
Centreville, Maryland 21617
Tel 410-758-2095
Fax 410-758-4422

DESCRIPTION OF

EASEMENT AREA A

OF

BALD EAGLE POINT

IN THE FIFTH ELECTION DISTRICT

TALBOT COUNTY MARYLAND

Beginning for the same at a point, said point being the southwesterlymost corner of the herein described land; said point also being the southeasterlymost corner of Lot Number 40 of Deep Harbour Farms Estates; and from said Place of Beginning running by and with the said Deep Harbour Farm Estates Subdivision the following two courses and distances (1) North 20 degrees 31 minutes 00 seconds East 2,007.92 feet; thence (2) continuing North 20 degrees 31 minutes 00 seconds East 16 feet more or less to Duns Cove; thence by and with the Mean High Water line of the said Duns Cove and the many meanderings thereof generally the following four courses and distances (3) South 60 degrees 17 minutes 04 seconds East 144.31 feet; thence (4) South 28 degrees 36 minutes 31 seconds West 221.62 feet; thence (5) North 72 degrees 45 minutes 52 seconds East 209.38 feet; thence (6) South 84 degrees 32 minutes 50 seconds 113.58

www.laneengineering.com
mail@laneengineering.com

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 985, p. 0883, MSA_CE91_922. Date available 01/02/2004. Printed 05/15/2019.

feet to the remaining lands of Bald Eagle Point; thence by and with the said remaining lands of Bald Eagle Point the following eleven courses and distances (7) South 16 degrees 01 minutes 44 seconds East 586.35 feet; thence (8) South 25 degrees 58 minutes 25 seconds West 412.55 feet; thence (9) South 72 degrees 40 minutes 56 seconds West 68.63 feet; thence (10) South 26 degrees 05 minutes 54 seconds West 67.62 feet; thence (11) South 48 degrees 17 minutes 02 seconds West 315.97 feet; thence (12) South 77 degrees 45 minutes 33 seconds West 336.00 feet; thence (13) South 51 degrees 11 minutes 39 seconds West 263.67 feet; thence (14) South 19 degrees 16 minutes 49 seconds West 80.30 feet; thence (15) South 04 degrees 10 minutes 37 seconds West 106.48 feet; thence (16) South 27 degrees 51 minutes 33 seconds West 88.71 feet; thence (17) South 89 degrees 30 minutes 32 seconds West 68.95 feet to the Place of Beginning containing 19.15 Acres of Land, more or less.

Thomas D. Lane

LANE ENGINNERING, INC.
By: Thomas D. Lane
Property Line Surveyor No. 340

STATE OF MARYLAND
THOMAS D. LANE
No. 340
REGISTERED
PROPERTY LINE SURVEYOR

LIBER 0985 FOLIO 884

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Deed of Conservation Easement
Gary C. Dunn
Summary of Conservation Values
Exhibit B
Page One of Two

1. Significant Natural Habitat Conservation Values

The Property is 19 acres in size and entirely wooded. The composition of the forest is predominately mature loblolly pine in the overstory mixed with a variety of hardwoods of uneven age in the overstory and understory. The forest has not been logged for several decades, at least, therefore contains a good accumulation of organic duff as well as many fallen stems, all of which provides good wildlife habitat.

According to the Wildlife & Heritage Division of the Maryland Department of Natural Resources (DNR), these woodlands contain potential Forest Interior Dwelling Bird Habitat. Populations of many Forest Interior Dwelling Bird species (FIDS) are declining in Maryland and throughout the eastern United States. The conservation of this habitat is mandated within the Critical Area and strongly encouraged by DNR outside the Critical Area. The open waters that are adjacent to the site are known historic waterfowl concentration areas. (Source: Michael Slattery, Director, Wildlife & Heritage Division, MD Department of Natural Resources, letter dated June 25, 1999 and site visit by Maryland Environmental Trust staff, June 16, 2000)

2. Scenic Conservation Values

The Property is an integral component of the adjacent and extensive forestlands and marshlands visible to the water traveling public from Duns Cove, Harris Creek and Log Cabin Cove. The Property fronts along Duns Cove for approximately 690 feet. In addition, the Property is visible from the 154-acre Whitmore conservation easement located along the north side of Duns Cove. (Source: site visit by MET, June 16, 2000 and by MET and ESLC from the Whitmore property on February 5, 1999)

3. Conservation Values Furthering Government Policy

Chesapeake Bay Critical Area

The entire Property (19 acres) is located in the Chesapeake Bay Critical Area and is therefore subject to the provisions and requirements of the State of Maryland's Chesapeake Bay Critical Area Act (Annotated Code of Maryland, Natural Resources Article, Sections 8-1801 and Code of Maryland Regulations 27.01.01 through 27.01.11). Under the Act, the Critical Area is designated as the region within one thousand (1000) feet of tidal waters and wetlands of the Chesapeake Bay and its tidal tributaries. Conservation of the Critical Area is integral to the protection of water quality and plant, fish and wildlife habitat of the Chesapeake Bay. Local jurisdictions are required to conserve the natural resources within their Critical Area through land use planning and resource protection programs. Riparian and forested areas adjacent to Duns Cover are protected in this Conservation Easement by a one hundred-foot buffer requirement. Buffer strip standards in the Conservation Easement are consistent with the current guidelines recommended by the Forest Service of the Maryland Department of Natural Resources for

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Deed of Conservation Easement
Gary C. Dunn
Summary of Conservation Values
Exhibit B
Page Two of Two

Chesapeake Bay Critical Area (cont): contributing to the protection of surface water quality. Forests protect surface and ground water resources by filtering excess nutrients, preventing sedimentation and erosion and buffering toxic substances. Forest protection is a major component of the regional efforts to protect the water quality of the Chesapeake Bay.

Water Quality Protection
The Property is an important part of a larger wooded block of forest that buffers tidal wetlands and waterways within the Harris Creek watershed. The forested portion of the Property protects surface groundwater resources by filtering runoff. Article IIJ of the Deed of Conservation Easement requires a minimum one hundred-foot riparian forested or vegetative buffer to be maintained to protect water quality.

Talbot County Comprehensive Plan
The present zoning of the Property is Rural Conservation (RC). The Property is entirely within the Critical Area boundary. Municipal water and sewer is not planned or existing for the area. The placement of a conservation easement on this property is consistent with the Talbot Comprehensive Plan.

Maryland Environmental Trust Policy
The scenic, woodland habitat, water quality and government policy related conservation values of the Property described above are in furtherance of The Conservation Easement Policies of the Maryland Environmental Trust as adopted by the Trust on June 2, 1991 and most recently updated in October 1995. The Maryland Environmental Trust (MET) exists pursuant to Subtitle 2 of the Natural Resources Article, Annotated Code of Maryland (1997 Replacement Volume as amended) to conserve the natural and scenic qualities of Marylands environment. MET is a publicly funded, state affiliated land conservation organization.

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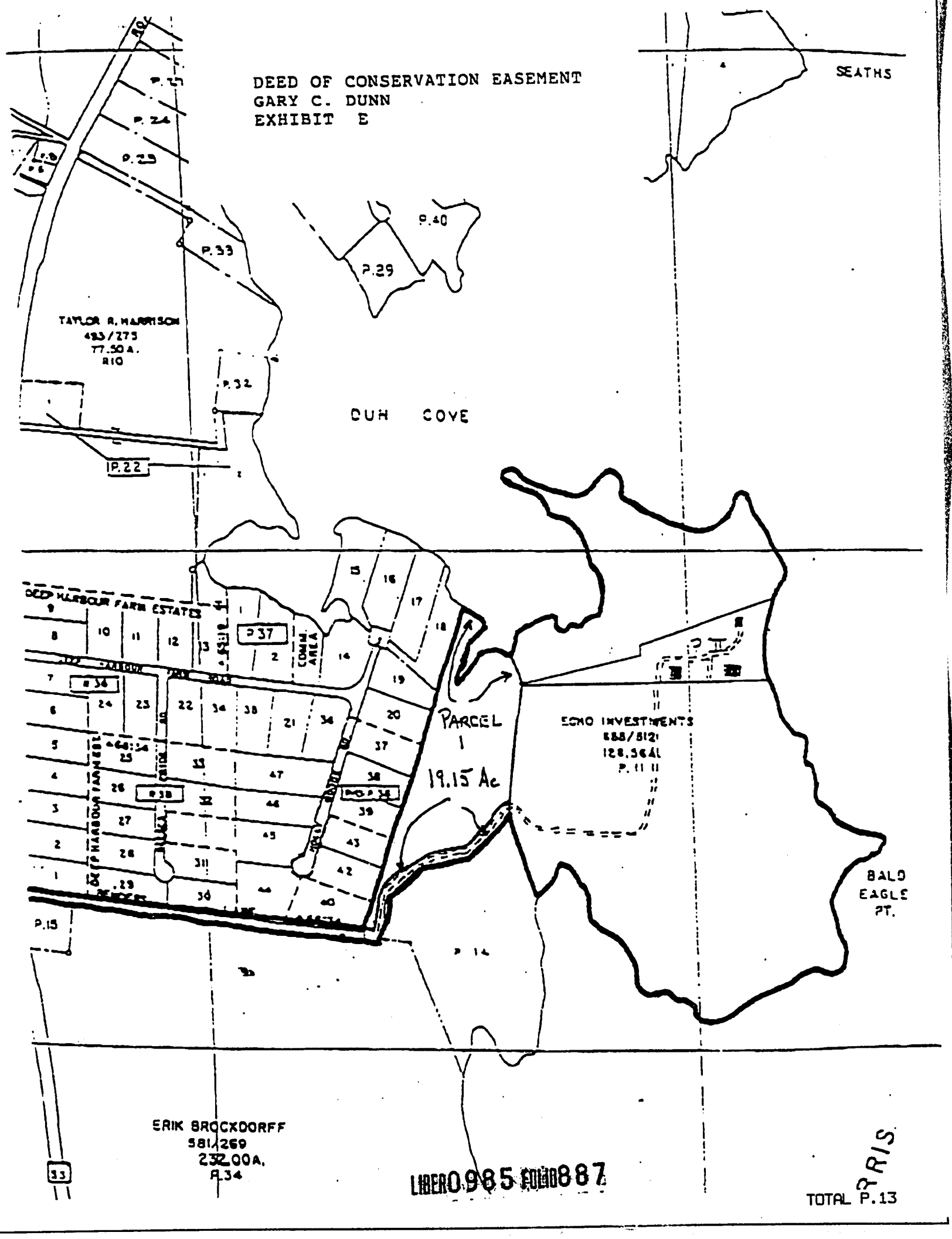
TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 985, p. 0887, MSA_CE91_922. Date available 01/02/2004. Printed 05/15/2019.

DEED OF CONSERVATION EASEMENT
GARY C. DUNN
EXHIBIT E



LIBER 985 FOLIO 887

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☐ County: Talbot

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(☐ Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments

☑ Deed ☐ Mortgage ☐ Other _____ ☐ Other _____
☐ Deed of Trust ☐ Lease

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length [1] N/A ☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation
State Transfer
County Transfer
} Unit of State government

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$
Any New Mortgage	$
Balance of Existing Mortgage	$
Other: No Consideration	$
Other:	$
Full Cash Value	$

Finance Office Use Only — Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$ $80.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
5		930/980	38	11	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
N/A					

Location/Address of Property Being Conveyed (2): 22020 Benders Lane Sherwood MD 21665

Other Property Identifiers (if applicable): | Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ Amount: N/A

Partial Conveyance? ☑ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred: 19 AC

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Gary C. Dunn	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Maryland Environmental Trust	
~~Custody State Roads Commission~~	

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: John Hussa
Firm: MD Environmental Trust
Address: 100 Community Place, First Floor
Crownsville MD 21032 Phone: (410) 514 7900

☑ Return to Contact Person
☐ Hold for Pickup
☐ Return Address Provided

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

11 Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☑ No Does transfer include personal property? If yes, identify:
☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

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