

**GRANT OF RIGHT-OF-WAY AND  
DECLARATION OF ROAD USE AND MAINTENANCE COVENANTS**

THIS GRANT OF RIGHT-OF-WAY AND DECLARATION OF ROAD USE AND MAINTENANCE COVENANTS ("Declaration") is made this 7th day of September, 1999, by and among **NANCY F. CORSON, THOMAS T. FIRTH, JR., RICHARD B. FIRTH, THOMAS T. FIRTH, III, and CARYL R. FIRTH** (collectively "Declarants").

WHEREAS, Nancy F. Corson is the owner of all that property situate, lying and being in the Third Election District of Talbot County, Maryland more particularly shown and designated as "4 34.512 AC. ±" ("Lot 4") on a Plat titled "PLAT SHOWING DIVISION OF HAMPDEN IN THE 3RD ELECTION DISTRICT TALBOT CO., MARYLAND," dated September 1977, prepared by J. R. McCrone, Jr., Inc., and recorded among the Plat Records of Talbot County, Maryland in Plat Liber 44, folio 25 ("Plat"); and

WHEREAS, Thomas T. Firth, Jr. is the owner of all that property situate, lying and being in the Third Election District of Talbot County, Maryland more particularly shown and designated as "5 16.370 AC. ±" ("Lot 5") on the Plat; and

WHEREAS, Richard B. Firth, Thomas T. Firth, III, Nancy F. Corson and Caryl R. Firth are the owners of all that property situate, lying and being in the Third Election District of Talbot County, Maryland more particularly shown and designated as "6 8.608 AC. ±" ("Lot 6") on the Plat; and

WHEREAS, Richard B. Firth is the owner of all that property situate, lying and being in the Third Election District of Talbot County, Maryland more particularly shown and designated as "7 12.077 AC. ±" ("Lot 7") on the Plat; and

WHEREAS the owners of Lots 4, 6 and 7 desire to confirm the existence of a right-of-way for purposes of ingress and egress to and from their respective lots over that portion of Lot 5 shown and designated as "50' WIDE RIGHT-OF-WAY" ("Roadway") on the Plat; and

WHEREAS the owner of Lot 5 has agreed to confirm the existence of the right-of-way for ingress and egress to and from South Side Island Creek Road over the Roadway for the benefit of Lots 4, 6 and 7; and

WHEREAS, Declarants desire to provide for the use, maintenance and repair of the Roadway serving the properties of the Declarants.

**WITNESSETH:**

**ARTICLE I**

**GRANT OF RIGHT-OF-WAY**

**Right-of-way over Lot 5 for the benefit of Lots 4, 6 and 7.** Thomas T. Firth, Jr., the owner of Lot 5, does hereby grant and convey to Nancy F. Corson (as to Lot 4), Richard B. Firth, Thomas T. Firth, III, Nancy F. Corson and Caryl R. Firth (as to Lot 6) and Richard B. Firth (as to Lot 7), their personal representatives, heirs and assigns, a non-exclusive right-of-way, for purposes of ingress and egress, to be used in common with all others legally entitled thereto, now or at any time in the future, over the Roadway shown and designated on the Plat, which right-of-way shall be appurtenant to and for the benefit of Lots 4, 6 and 7. Thomas T. Firth, Jr. further agrees that the right-of-way may be used by the owners of Lots 4, 6 and 7, their guests and invitees, and their successors in title, for purposes of ingress and egress to and from their respective lots to the public roadway known as South Side Island Creek Road.

LIBER 0942 FOLIO 796

IMP FD SURE \$ 2.00  
RECORD FEE 20.00  
TOTAL 22.00  
\$39327  
\$831  
Ser 14, 1999 09:42 am

Returned to: Armistead & Capute LLP, 114 N. West St., Suite B, Easton, MD 21601

TALBOT COUNTY LAND RECORDS HAS 942, P. 0796, MSA-CE91\_879. Date available 01/13/2004. Printed 03/21/2022.

**ARTICLE II**

**PROPERTY SUBJECT TO DECLARATION**

1. **Identification of Parcels.** The lots or parcels which are, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration are located in Talbot County, Maryland, are identified below by current owner, and are more particularly described in certain deeds recorded among the Land Records of Talbot County, Maryland and listed below, the content of each of which is incorporated herein by reference:

	<b><u>Owner</u></b>	<b><u>Liber/Folio</u></b>
(a)	Lot 4: Nancy F. Corson	701/349
(b)	Lot 5: Thomas T. Firth, Jr.	407/385
(c)	Lot 6: Richard B. Firth, Thomas T. Firth, III, Nancy F. Corson and Caryl R. Firth	701/352
(d)	Lot 7: Richard B. Firth	701/355

2. **Benefitted Parcels.** For purposes of this Declaration, each of the lots or parcels which has been made subject to the terms of this Declaration through the execution of this Declaration by the owner or owners hereof, shall be deemed to be a "Benefitted Parcel."

**ARTICLE III**

**MAINTENANCE OF ROADWAY**

1. **Scope of Maintenance Activities.** The Roadway shall hereafter be maintained in good order and repair by causing, as the need should arise:

(a) Any necessary repairs or replacement of materials required to keep the surface of the Roadway at its present width free of objectionable holes, ruts, bumps, subsidences and other defects which materially interfere with the safe and convenient passage of vehicular traffic thereover;

(b) Any necessary repairs required to keep the ditches extending along both sides of the Roadway free of debris, trash and accumulation of materials which would cause the Roadway to be flooded, undermined or otherwise damaged by water;

(c) The mowing and maintenance of grass on either side of the Roadway;  
and

(d) The removal of snow and ice from any portion of the Roadway.

2. **Exclusions from Scope of Declaration.** As used in this Declaration and for purposes of allocation of expenses related to the Roadway, the terms "maintenance" and "repairs" shall not include a rebuilding (unless required by ordinary wear and tear),

LIBERO 942<sup>2</sup> FOLIO 797

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realignment or widening of the Roadway, any upgrading of the surface of the Roadway from its condition as of the date of this Declaration, or any improvement of the Roadway to meet the standards of the applicable governing jurisdiction for dedication of the Roadway to public use, it being intended that any such upgrades or improvements to the Roadway shall not be covered by, nor fall within, the scope of this Declaration.

3. **Expense Allocation.** The expenses incurred from time to time in connection with the maintenance and repairs of the Roadway as described herein shall be divided initially into four (4) shares and shall be allocated in equal shares to each of the lots covered by the terms of this Declaration. Upon the subdivision of any lot, each subdivided portion of any lot shall receive an allocation of one (1) expense share and the total number of expense shares shall be increased and reallocated to obligate the owner or owners of each additional lot or parcel created by the subdivision of any existing lot for the payment of one (1) share of the expenses covered by the terms of this Declaration.

4. **Liability for Ordinary Road Maintenance Expenses.** The owners of the Benefitted Parcels responsible for a proportionate share of expenses incurred for the maintenance and repair of the Roadway shall pay their proportionate share of expenses within thirty (30) days after the date of receipt of written notice of a determination pursuant to Section 6 of this Article II to undertake such maintenance and repairs and the amount of the charges incurred or proposed to be incurred therefor.

5. **Liability for Extraordinary Road Maintenance Expenses.** Notwithstanding any provision to the contrary contained in this Declaration, each owner of a Benefitted Parcel shall be liable for and shall pay the full cost of any repairs to the Roadway caused by the owner, its agents or contractors in connection with activities other than routine ingress and egress by passenger vehicles including, but not limited to, damage caused by construction vehicles and equipment, moving vans, delivery vehicles or farming equipment.

6. **Voting Rights.** All rights, powers, authorities and decisions (including, without limitation, the determination as to the need for and extent of the maintenance and repairs of the Roadway) created or exercised under the terms of this Declaration shall be exercised by a simple majority vote of the owners of the Benefitted Parcels, with the number of votes eligible to be cast being equal to the number of Benefitted Parcels in existence at the time. For purposes of this Declaration, the owner of a Benefitted Parcel shall include any person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof who holds legal title to a Benefitted Parcel and any such combination of owners shall be entitled to exercise one (1) vote for each benefitted parcel owned by such owner. In the event of a tie vote among the owners of the Benefitted Parcels, the matter shall be referred to arbitration under the provisions of the Maryland Uniform Arbitration Act.

#### ARTICLE IV

#### MISCELLANEOUS

1. **Termination or Amendment.** The provisions of this Declaration may be terminated or amended by a written agreement to terminate signed by all of the then owners of the Benefitted Parcels, and recorded among the Land Records of Talbot County, Maryland and will automatically terminate, without the action of any owner, as to the applicable portion of the Roadway upon the dedication to and acceptance by any public body for maintenance as a public road.

2. **Binding Effect.** The provisions hereof shall run with and bind the Property and shall inure to the benefit of, and may be enforced by the Declarants or any future owner of any lot which becomes subject to the provisions hereof.

3. **Counterparts.** This Declaration may be executed in any number of counterpart copies, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument. This Declaration shall be fully effective against any Declarant who signs below, even if one or more persons whose name or names appear below does not execute this Declaration.

4. **Acceptance.** Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of any Benefitted Parcel is and shall be conclusively deemed to have consented and agreed to every restriction and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in any Benefitted Parcel.

IN WITNESS WHEREOF, the Declarants have signed and sealed this Declaration the day and year first above written.

WITNESS:

*Nancy F. Corson*

*Nancy F. Corson* (SEAL)  
NANCY F. CORSON  
(as to Lot 4 and Lot 6)

*Thomas T. Firth, Jr.*

*Thomas T. Firth, Jr.* (SEAL)  
THOMAS T. FIRTH, JR.  
(as to Lot 5)

*Richard B. Firth*

*Richard B. Firth* (SEAL)  
RICHARD B. FIRTH  
(as to Lot 6 and Lot 7)

*Caryl R. Firth*

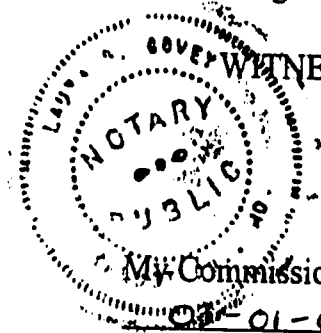
*Thomas T. Firth III* (SEAL)  
THOMAS T. FIRTH, III  
(as to Lot 6)

*Caryl R. Firth*

*Caryl R. Firth* (SEAL)  
CARYL R. FIRTH  
(as to Lot 6)

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of September, 1999, before me, a Notary Public of the State aforesaid, personally appeared NANCY F. CORSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants, and acknowledged that she executed the same for the purposes therein contained.

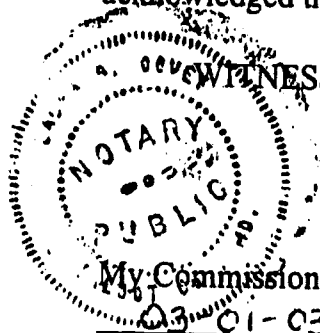


WITNESS my hand and Notarial Seal.

Laura B. Corey  
Notary Public

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of September, 1999, before me, a Notary Public of the State aforesaid, personally appeared THOMAS T. FIRTH, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants, and acknowledged that he executed the same for the purposes therein contained.

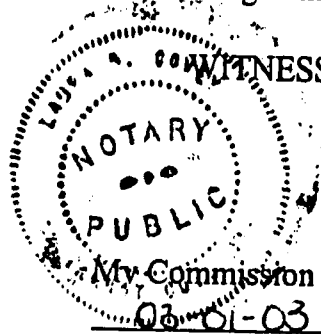


WITNESS my hand and Notarial Seal.

Laura B. Corey  
Notary Public

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of September, 1999, before me, a Notary Public of the State aforesaid, personally appeared RICHARD B. FIRTH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants, and acknowledged that he executed the same for the purposes therein contained.



WITNESS my hand and Notarial Seal.

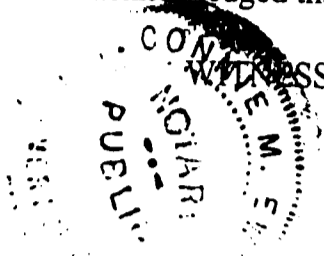
Laura B. Corey  
Notary Public

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STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of September, 1999, before me, a Notary Public of the State aforesaid, personally appeared THOMAS T. FIRTH, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

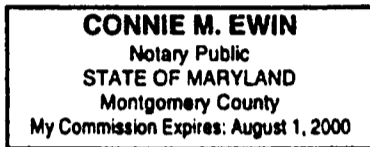


Connie M. Ewin

Notary Public

My Commission Expires:

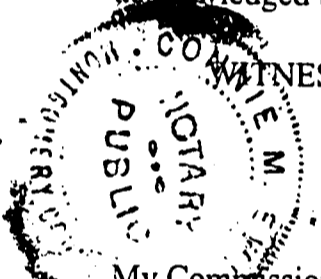
August 1, 2000



STATE OF Maryland, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of September, 1999, before me, a Notary Public of the State aforesaid, personally appeared CARYL R. FIRTH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

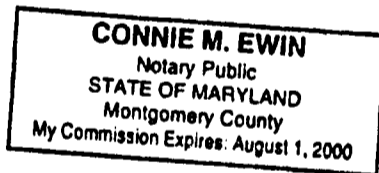


Connie M. Ewin

Notary Public

My Commission Expires:

August 1, 2000



THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that this Grant of Right-of-Way and Declaration of Road Use and Maintenance Covenants was prepared by him or under his supervision.

Bruce C. Armistead

Bruce C. Armistead