

This instrument has been prepared by Ewing, Dietz, Fountain & Kehoe, P.A. using information furnished it by the parties and it makes no representation or warranty whatsoever as to the title of the property herein conveyed.

IMP FD SURE \$ 20.00  
RECORD FEE - 75.00  
TOTAL 95.00  
Recd TAG2 Rpt # 12639  
MAS 1022 Pk # 934  
Oct 28, 2010 02:44 PM

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT** made this 28th day of October, 2010 by and between **ELIZABETH ELEY FLEMING** and **SARAH ELEY JUMP KAGAN, TRUSTEES U/W of HOWARD C. ELEY, f/b/o SARAH ELEY JUMP KAGAN and ELIZABETH ELEY FLEMING and SARAH ELEY JUMP KAGAN, TRUSTEES U/W of HOWARD C. ELEY, f/b/o ELIZABETH ELEY FLEMING** ("Grantors") and the **TOWN OF EASTON**, a municipal corporation of the State of Maryland, ("Grantee").

**RECITALS**

**WHEREAS**, Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan, acquired Lot Nos. 86, 99, 106, 108, 110, 112, 115, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, and 136 on a plat entitled "REVISED MAP OF THIRD SECTION - 'CALVERT TERRACE' SUB-DIVISION PROPERTY OF HOWARD C. ELEY IN AND ADJACENT TO THE TOWN OF EASTON TALBOT COUNTY MARYLAND", made in April, 1963 and recorded among the Plat Records of Talbot County in Liber No. 24, folio 100, by deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland in Liber No. 575, folio 580.

**THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF TALBOT COUNTY.**

**CERTIFICATION IS MADE THAT ALL TAXES DUE ON THE PROPERTY INDICATED IN THIS DEED HAVE BEEN PAID.**  
FINANCE OFFICER OF TALBOT COUNTY  
John C. Craig Fin. Officer

DAVID H. EWING  
SUPERVISOR OF ASSESSMENTS

DATE 10/28/2010

John C. Craig Fin. Officer

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0205, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.

**WHEREAS**, Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming, acquired Lot Nos. 80, 97, 101, 105, 107, 109, 111, 113, 114, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, and 137 on a plat entitled "REVISED MAP OF THIRD SECTION - 'CALVERT TERRACE' SUB-DIVISION PROPERTY OF HOWARD C. ELEY IN AND ADJACENT TO THE TOWN OF EASTON TALBOT COUNTY MARYLAND", made in April, 1963 and recorded among the Plat Records of Talbot County in Liber NO. 24, folio 100, by deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland in Liber No. 575, folio 587.

**WHEREAS**, the Grantors, as tenants in common, acquired 3.1132 acres in "Calvert Terrace" by deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan, and Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland at Liber No. 575, folio 590.

**WHEREAS**, the parties have come to an agreement whereby Grantors will grant and convey to Grantee an easement to allow Grantee to construct a stormwater management facility on Grantors' property in accordance with the terms and conditions set forth herein.

**NOW THEREFORE WITNESSETH**, in consideration of the premises and the mutual benefits to the parties hereto and for no monetary consideration, **ELIZABETH ELEY FLEMING** and **SARAH ELEY JUMP KAGAN, TRUSTEES U/W of HOWARD C. ELEY,**

f/b/o SARAH ELEY JUMP KAGAN, and ELIZABETH ELEY FLEMING and SARAH ELEY JUMP KAGAN, TRUSTEES U/W of HOWARD C. ELEY, f/b/o ELIZABETH ELEY FLEMING, do hereby grant and convey unto the TOWN OF EASTON, a municipal corporation of the State of Maryland, and its permitted assigns, a non-exclusive easement to enter upon and use a portion of Grantors' property as described in the Legal Description entitled "LEGAL DESCRIPTION, STORMWATER MANAGEMENT EASEMENT, CALVERT TERRACE SUB-DIVISION" (the "Easement Area") and as more particularly shown on a plat entitled "STORMWATER MANAGEMENT EASEMENT, CALVERT TERRACE SUB-DIVISION, TOWN OF EASTON, TALBOT COUNTY, MARYLAND" dated March 24, 2009 and prepared by Davis, Bowen & Friedel, Inc. and attached hereto as Exhibits 1 and 2 respectively (the "Plat") for the purposes of constructing and maintaining a stormwater management facility, together with certain landscaping and related improvements as more particularly described herein and shown and depicted on the Plat (the "Facility"), all in accordance with the following terms and conditions:

1. **Construction of the Facility.**

- a. The Facility shall consist of a stormwater management pond, part of which will be wet and part of which will contain planting materials aimed at removing nutrients from the surrounding watershed.
- b. The Facility, including all landscaping and related improvements, shall be constructed by Grantee at the sole cost and expense of Grantee in accordance with certain plans and specifications titled "Tanyard Branch Watershed Improvements", prepared by Davis, Bowen & Friedel, Inc., and dated August, 2010 (the "Construction Documents").

- c. Grantee shall be responsible for obtaining all permits necessary for the construction, operation and maintenance of the Facility and the cost of all such permits shall be paid by Grantee.
- d. Grantee acknowledges and agrees that the Facility shall be constructed in a sufficient size and manner to satisfy the stormwater management regulations and requirements in effect as of the date of execution of this Agreement and associated with the development of the remaining portion of Grantors' property for residential use under a Planned Unit Development, condominium, subdivision, or similar format, with an impervious surface coverage ratio of 65% or less of the total area of the site. Grantee further acknowledges and agrees that Grantors, or their successors or assigns, shall have the right to use the Facility for purposes of satisfying the stormwater management regulations and requirements in effect as of the date of execution of this Agreement in connection with the development of the remaining portion of Grantors' property. In the event that the future development of the remaining portion of Grantors' property shall require any expansion or upgrade of the Facility to satisfy the stormwater management regulations and requirements in effect as of the date of approval of any such future development, the 65% impervious surface coverage ratio described herein shall not be construed as a limit on the amount of any permitted impervious surface coverage created by the development of the remaining portion of Grantors' property. Further, Grantee hereby agrees that Grantors or their successors or assigns shall have the right to expand or upgrade the Facility to satisfy the stormwater management requirements for the future development of the remaining portion of the Grantors' property in a manner approved by

Grantee and such approval by Grantee of the expansion or upgrade shall not be unreasonably withheld; provided, however, that the costs of any such expansion or upgrade of the Facility shall be paid by Grantors or their successors or assigns.

- e. Grantee shall be entitled to remove any trees within the Easement Area deemed by Grantee to interfere with the construction or maintenance of the Facility. Grantee shall also be entitled to thin any understory of forest in the Easement Area that is not removed during construction.
- f. Upon completion of construction of the Facility, Grantee shall install landscaping, as shown and depicted on DWG # C5.1 of the Construction Documents, around the perimeter of the Facility and on those portions of the Easement Area that are not part of the berms or slopes required by the Facility.
- g. Grantee shall install and maintain a split rail fence backed with wire fabric around the entire Facility.

2. **Maintenance of the Facility.** Grantee agrees to maintain the Facility and the Easement Area including, but not limited to, the regular mowing of grass, the trimming or pruning of trees and shrubs, the removal of any dead, diseased or dying natural forest vegetation, and the prompt removal and replacement of any dead, diseased or dying landscaping materials installed by Grantee.

3. **Access to the Facility.** Grantors hereby agree that Grantee shall have the right of access to the Easement Area and the Facility over any portion of Merrick Lane that may be owned by Grantors, whether improved or not and even if existing as only a paper street, for both construction and maintenance purposes. Prior to the construction of the Facility, Grantors shall allow entrance upon the Easement Area by Grantee and its authorized agents or contractors for the purpose of performing such surveying and engineering studies as may be deemed necessary by

Grantee to construct the Facility. Following completion of the Facility, Grantee and its authorized agents or contractors shall have the continuing right to enter upon the Easement Area for the purpose of performing its maintenance obligations as described herein. Grantee shall not have the right to enter upon the Easement Area or to enter upon the remaining portion of the property of Grantors for any purpose other than as specified in this Paragraph 3 and Grantee further acknowledges and agrees that this Deed of Easement shall not be construed to permit access to the Facility or to the remaining portion of the property of Grantors by the general public.

4. **Liability.** Grantee hereby agrees to hold Grantors, and their successors or assigns, harmless from and against any actual or threatened claims or damages, including attorneys' fees, incurred by Grantors as a result of the construction, operation or maintenance of the Facility by Grantee. For as long as this easement shall remain in effect, Grantee shall maintain in effect public liability insurance coverage naming Grantors, or their successors or assigns, as additional insured parties.

5. **Assignment.** Grantee shall not have the right to assign this easement or any of the rights or obligations of Grantee hereunder without the prior written consent of Grantors, their successors or assigns. In the event that Grantee shall elect to assign this easement to another governmental entity or to an organization whose business or mission is to maintain environmentally sensitive properties, Grantors agree that their consent to any such assignment shall not be unreasonably withheld as long as the proposed assignee shall have assumed the obligations of Grantee hereunder in a written and recordable form.

6. **Non-Exclusivity.** If Grantors grant and convey future easements over or the Easement Area and/or surrounding property, said easements and any actions performed thereunder shall not interfere with the stormwater systems installed in accordance with this agreement. Any

entry upon the Easement Area under any future easements shall be at the sole risk of the grantee(s) of such future easements.

The Easement Area described herein is part of the property acquired by Grantors by: a deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland in Liber No. 575, folio 580; a deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland in Liber No. 575, folio 587; and a deed from Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Personal Representatives of the Estate of Howard C. Eley, to Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan and Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming, dated June 27, 1983 and recorded among the Land Records of Talbot County, Maryland at Liber No. 575, folio 590.

**TO HAVE AND TO HOLD** the aforesaid easement unto and to the proper use and benefit of the said **TOWN OF EASTON** and its permitted assigns, in perpetuity.

**IN WITNESS WHEREOF**, the Grantors have caused this Deed of Easement to be executed as of the day and year first above written.

**WITNESS:**

Testamentary Trust U/W of Howard C. Eley  
f/b/o Sarah Eley Jump Kagan

Ruane Harrison

Sarah Eley Jump Kagan (SEAL)  
By: Sarah Eley Jump Kagan, Trustee

Ruane Harrison

Elizabeth Eley Fleming (SEAL)  
By: Elizabeth Eley Fleming, Trustee



Testamentary Trust U/W of Howard C. Eley  
f/b/o Elizabeth Eley Fleming

Roxanne Harrison

Sarah Eley Jump Kagan (SEAL)  
By: Sarah Eley Jump Kagan, Trustee

Roxanne Harrison

Elizabeth Eley Fleming (SEAL)  
By: Elizabeth Eley Fleming, Trustee

Acceptance: Grantee, acting by and through its authorized Mayor, hereby executes this Deed of Easement for the purpose of accepting the easement conveyed herein and to acknowledge and accept the obligations of Grantee as set forth herein.

WITNESS:

The Town of Easton,  
a municipal corporation of the State of Maryland

Kathy M. Ruf

Robert C. Willey  
By: Robert C. Willey, Mayor

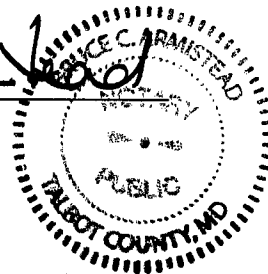
STATE OF MARYLAND, Talbot COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of October, 2010, before me, the subscriber, a Notary Public of the State of Maryland, County of Talbot, personally appeared ELIZABETH ELEY FELMING, known to me (or satisfactorily proven) to be a Trustee of the Testamentary Trust U/W of Howard C. Eley f/b/o Sarah Eley Jump Kagan and the Testamentary Trust U/W of Howard C. Eley f/b/o Elizabeth Eley Fleming, and that she acknowledged that she, being authorized to do so, executed the foregoing document for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Faye C. Armistead  
Notary Public

My commission expires: 7-24-14



STATE OF MARYLAND, Talbot COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of October, 2010, before me, the subscriber, a Notary Public of the State of Maryland, County of Talbot, personally appeared SARAH ELEY JUMP KAGAN, known to me (or satisfactorily proven) to be a Trustee of the Testamentary Trust U/W of Howard C. Eley f/b/o Sarah Eley Jump Kagan and the Testamentary Trust U/W of

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0212, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.



Howard C. Eley f/b/o Elizabeth Eley Fleming, and that she acknowledged that she, being authorized to do so, executed the foregoing document for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Howard C. Eley  
Notary Public



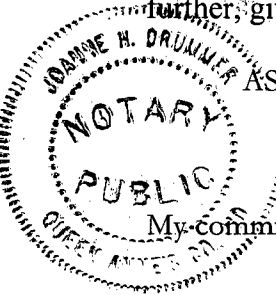
My commission expires: 7-24-14

STATE OF MARYLAND, Talbot COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of October, 2010, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert C. Willey, who acknowledged himself to be the Mayor of the Town of Easton the Grantor herein, and that as such officer, being authorized so to do, executed the foregoing document for the purposes therein contained, by signing the name of the Town of Easton, by himself as such officer and further, giving oath under penalties of perjury that the consideration recited herein is correct.

AS WITNESS my hand and Notarial Seal.

Joanne H. Drummer  
Notary Public



My commission expires: June 16, 2013

**CERTIFICATION**

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Sharon M. Van Emburgh  
Sharon M. Van Emburgh, Attorney at Law

Y:\Local Governments\Easton\Current Projects\Calvert SWM\Calvert Deed of Easement.wpd

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0213, MSA ce91 1777. Date available 11/05/2010. Printed 01/31/2024.

LEGAL DESCRIPTION  
STORMWATER MANAGEMENT EASEMENT  
CALVERT TERRACE SUB-DIVISION

March 24, 2009

**BEING** all that piece or parcel of land, hereinafter described, situate, lying and being on the northerly side of Dove Lane and located in the Town of Easton, Talbot County, Maryland; said piece or parcel of land being a portion of the lands of Calvert Terrace Sub-Division, as recorded among the Land Records of Talbot County, Maryland in Liber 575, folio 580, Liber 575, folio 587, Liber 575, folio 590 and Plat Book 24, page 100; said piece or parcel of land being more particularly described as follows, to wit:

**BEGINNING** for the same at an iron rod found at the intersection of the northerly right-of-way line of Dove Lane, 24 feet wide, and the easterly line of the lands of, now or formerly, The Mayor and Council of Easton, as recorded among the aforementioned Land Records in Liber 338, Folio 490, being coordinated on the Maryland State Grid at North 406,569.1570, East 1,578,560.2329, thence,

- 1) leaving said Dove Lane and running by and with the lands of The Mayor and Council of Easton, North 16 degrees 52 minutes 17 seconds West 252.63 feet to an iron pipe found at a point on the southerly line of the lands of, now or formerly, Chapel Farms Partnership, as recorded among the aforesaid Land Records in Liber 629, Folio 888, thence,
- 2) leaving said lands of The Mayor and Council of Easton and running by and with said lands of, Chapel Farms Partnership, the following four courses, North 79 degrees 02 minutes 52 seconds East 186.99 feet to a concrete monument found, thence running,
- 3) North 64 degrees 01 minutes 39 seconds East 233.75 feet to a concrete monument found, thence running,
- 4) North 46 degrees 46 minutes 24 seconds East 307.73 feet to a concrete monument found, thence running,
- 5) North 30 degrees 36 minutes 24 seconds East 40.45 feet to a point, thence,
- 6) leaving said Lands of Chapel Farms Partnership and running through said Calvert Terrace Sub-Division, the following ten courses, South 73 degrees 28 minutes 12 seconds East 89.88 feet to a point, thence running,

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0214, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.

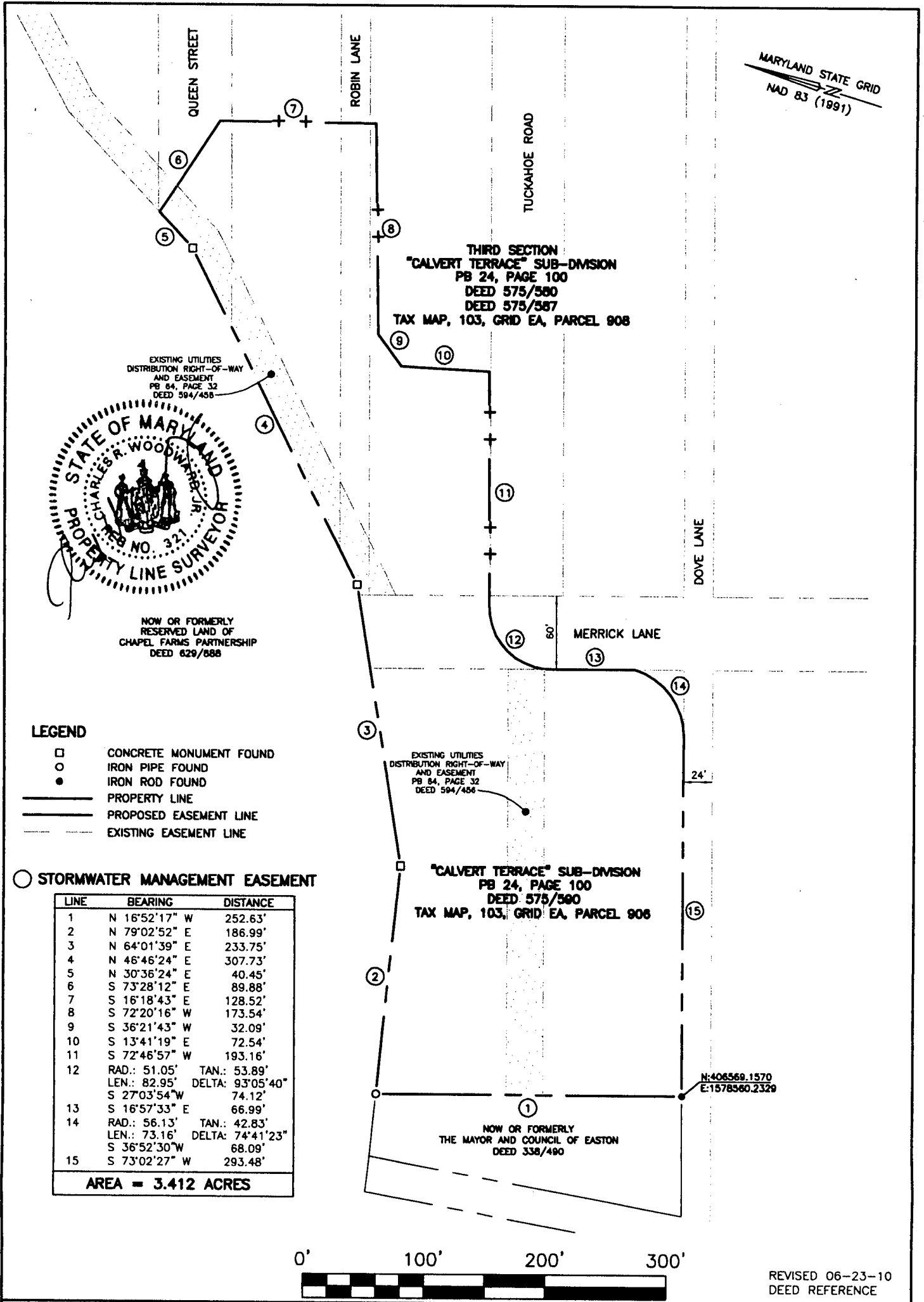
Legal: Stormwater Management Easement, Calvert Terrace Sub-Division  
March 24, 2009  
Page 2

- 7) South 16 degrees 18 minutes 43 seconds East 128.52 feet to a point, thence running,
- 8) South 72 degrees 20 minutes 16 seconds West 173.54 feet to a point, thence running,
- 9) South 36 degrees 21 minutes 43 seconds West 32.09 feet to a point, thence running,
- 10) South 13 degrees 41 minutes 19 seconds East 72.54 feet to a point, thence running,
- 11) South 72 degrees 46 minutes 57 seconds West 193.16 feet to a point, thence running,
- 12) by and with the arc of a circle, deflecting to the left, having an arc length of 82.95 feet, a radius of 51.05 feet and chord bearing and distance of South 27 degrees 03 minutes 54 seconds West 74.12 feet to a point, thence running,
- 13) South 16 degrees 57 minutes 33 seconds East 66.99 feet to a point, thence running,
- 14) by and with the arc of a circle, deflecting to the right, having an arc length of 73.16 feet, a radius of 56.13 feet and chord bearing and distance of South 36 degrees 52 minutes 30 seconds West 68.09 feet to a point, thence running,
- 11) South 73 degrees 02 minutes 27 seconds West 293.48 feet the point and place of beginning, containing 3.412 acres of land.

The above described piece or parcel of land is intended to be all of the Stormwater Management Easement as shown on a plat entitled, "Stormwater Management Easement, Calvert Terrace Sub-Division" as prepared by Davis, Bowen & Friedel, Inc., March 24, 2009.

S:\1495\1495B006 Calvert Terrace\Legal\LEGAL.doc

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0215, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.



**DAVIS, BOWEN & FRIEDEL, INC.** ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-9091  
MILFORD, DELAWARE (302) 424-7441

**STORMWATER MANAGEMENT EASEMENT**  
**CALVERT TERRACE SUB-DIVISION**

TOWN OF EASTON  
TALBOT COUNTY, MARYLAND

Date: 3/24/09 Scale: 1" = 100' Proj.No.: 1495B006

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0216, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.

**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)

Space Reserved for Circuit Court Clerk Recording Validation

|    |   |  |  |  |   |   |   |                              |  |                  |  |  |  |  |
|----|---|--|--|--|---|---|---|------------------------------|--|------------------|--|--|--|--|
| 1  | Type(s) of Instruments  | <input type="checkbox"/> Check Box if Addendum Intake Form is Attached.                  |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | <input type="checkbox"/> Deed  | <input type="checkbox"/> Mortgage                          | <input checked="" type="checkbox"/> Other Deed of Easement                               | <input type="checkbox"/> Other _____                            |   |   |                              |  |                  |  |  |  |  |
|    |   | <input type="checkbox"/> Deed of Trust   | <input type="checkbox"/> Lease                             |  |   |   |   |                              |  |                  |  |  |  |  |
| 2  | Conveyance Type Check Box   | <input type="checkbox"/> Improved Sale Arms-Length (1)                                   | <input type="checkbox"/> Unimproved Sale Arms-Length (2)   | <input type="checkbox"/> Multiple Accounts Arms-Length (3)                               | <input checked="" type="checkbox"/> Not an Arms-Length Sale (9) |   |   |                              |  |                  |  |  |  |  |
| 3  | Tax Exemptions (if Applicable)  | Recordation<br>State Transfer<br>County Transfer   |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    | Cite or Explain Authority   |  |  |  |   |   |   |                              |  |                  |  |  |  |  |
| 4  | Consideration and Tax Calculations  | Consideration Amount   |  |  |   |   | Finance Office Use Only                                   |                              |  |                  |  |  |  |  |
|    |   | Purchase Price/Consideration   | \$ 0   |  |   | Transfer and Recordation Tax Consideration    |   |                              |  |                  |  |  |  |  |
|    |   | Any New Mortgage   | \$   |  |   | Transfer Tax Consideration \$                 |   |                              |  |                  |  |  |  |  |
|    |   | Balance of Existing Mortgage   | \$   |  |   | X ( ) % = \$                                  |   |                              |  |                  |  |  |  |  |
|    |   | Other:   | \$   |  |   | Less Exemption Amount \$                      |   |                              |  |                  |  |  |  |  |
|    |   | Other:   | \$   |  |   | Total Transfer Tax = \$                       |   |                              |  |                  |  |  |  |  |
|    |   | Full Cash Value  | \$   |  |   | Recordation Tax Consideration \$              |   |                              |  |                  |  |  |  |  |
|    |   |  |  |  | X ( ) per \$500 = \$  |   |   |                              |  |                  |  |  |  |  |
|    |   |  |  |  | TOTAL DUE \$  |   |   |                              |  |                  |  |  |  |  |
| 5  | Fees  | Amount of Fees   |  | Doc. 1   |   | Doc. 2  |   | Agent:                       |  |                  |  |  |  |  |
|    |   | Recording Charge   | \$ 75.00   |  | \$  |   | Tax Bill:   |                              |  |                  |  |  |  |  |
|    |   | Surcharge  | \$ 20.00   |  | \$  |   | C.B. Credit:  |                              |  |                  |  |  |  |  |
|    |   | State Recordation Tax  | \$   |  | \$  |   | Ag. Tax/Other   |                              |  |                  |  |  |  |  |
|    |   | State Transfer Tax   | \$   |  | \$  |   |   |                              |  |                  |  |  |  |  |
|    |   | County Transfer Tax  | \$   |  | \$  |   |   |                              |  |                  |  |  |  |  |
|    |   | Other  | \$   |  | \$  |   |   |                              |  |                  |  |  |  |  |
|    |   | Other  | \$   |  | \$  |   |   |                              |  |                  |  |  |  |  |
| 6  | Description of Property<br>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  |                              |  |                  |  |  |  |  |
|    |   |  | **SEE ATTACHED**   |  |   |   |   | <input type="checkbox"/> (5) |  |                  |  |  |  |  |
|    |   |  | Subdivision Name   |  |   | Lot (3a)                                      | Block (3b)  | Sect/AR(3c)                  | Plat Ref.  | SqFt/Acreage (4) |  |  |  |  |
|    |   |  | Location/Address of Property Being Conveyed (2)            |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   |  | Other Property Identifiers (if applicable)                 |  |   |   |   |                              | water meter Account No.                                      |                  |  |  |  |  |
|    |   |  | Residential  | or Non-Residential   | Fee Simple  | or Grount Rent                                | Amount:   |                              |  |                  |  |  |  |  |
|    |   |  | Partial Conveyance?  | Yes  | No  | Description/Amt. of SqFt/Acreage Transferred: |   |                              |  |                  |  |  |  |  |
|    |   |  | If Partial Conveyance, List Improvements Conveyed:         |  |   |   |   |                              |  |                  |  |  |  |  |
| 7  |   | Transferred From   | Doc. 1 - Grantor(s) Name(s)                                |  |   |   |   | Doc. 2 - Grantor(s) Name(s)  |  |                  |  |  |  |  |
|    |   |  | Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees |  |   |   |   |                              |  |                  |  |  |  |  |
|    | U/W of Howard C. Eley, f/b/o Sarah Eley Jump Kagan  |  |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | 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)                               |                              |  |                  |  |  |  |  |
|    |   | Town of Easton   |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | 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)        |                              |  |                  |  |  |  |  |
|    |   | Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees                               |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | U/W of Howard C. Eley, f/b/o Elizabeth Eley Fleming                                      |  |  |   |   |   |                              |  |                  |  |  |  |  |
| 10 | Contact/Mail Information  | Instrument Submitted By or Contact Person  |  |  |   |   |   |                              | <input checked="" type="checkbox"/> Return to Contact Person |                  |  |  |  |  |
|    |   | Name: Patrick J. Fitzgerald, Esq.  |  |  |   |   |   |                              | <input type="checkbox"/> Hold for Pickup                     |                  |  |  |  |  |
|    |   | Firm: Ewing, Dietz, Fountain & Kehoe, P.A.   |  |  |   |   |   |                              | <input type="checkbox"/> Return Address Provided             |                  |  |  |  |  |
|    |   | Address: 16 S. Washington Street, Easton, MD 21601                                       |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | Phone: ( 410 ) 822-1988  |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    | Space Reserved for County Validation  | <b>11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b> |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | 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). |   |   |   |                              |  |                  |  |  |  |  |
|    |   | <b>Assessment Use Only - Do Not Write Below This Line</b>                                |  |  |   |   |   |                              |  |                  |  |  |  |  |
|    |   | Terminal Verification  | Agricultural Verification                                  | Wn a   | 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 S S  | Ex Ct Ct                                      |   |                              |  |                  |  |  |  |  |
|    | REMARKS:  |  |  |  |   |   |   |                              |  |                  |  |  |  |  |

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CC-300 (6195)

LIBER 1840 FOLIO 217

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1840, p. 0217, MSA\_ce91\_1777. Date available 11/05/2010. Printed 01/31/2024.

**ATTACHMENT TO LAND INSTRUMENT INTAKE SHEET  
SECTION 6 - DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT**

**Liber 575 / 580**

**Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan**

| <b>Tax Account #</b> | <b>Map #</b> | <b>Parcel #</b> | <b>Lot #</b> |
|----------------------|--------------|-----------------|--------------|
| 01-048546            | 103          | 907             | 116          |
| 01-048589            | 103          | 909             | 118          |
| 01-048104            | 103          | 911             | 120          |
| 01-048287            | 103          | 928             | 128          |
| 01-048325            | 103          | 926             | 130          |

**Liber 575 / 587**

**Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming**

| <b>Tax Account #</b> | <b>Map #</b> | <b>Parcel #</b> | <b>Lot #</b> |
|----------------------|--------------|-----------------|--------------|
| 01-048562            | 103          | 908             | 117          |
| 01-048082            | 103          | 910             | 119          |
| 01-048120            | 103          | 912             | 121          |
| 01-048309            | 103          | 927             | 129          |
| 01-048341            | 103          | 925             | 131          |

**Liber 575 / 590**

**Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Elizabeth Eley Fleming and Elizabeth Eley Fleming and Sarah Eley Jump Kagan, Trustees u/w of Howard C. Eley f/b/o Sarah Eley Jump Kagan**

| <b>Tax Account #</b> | <b>Map #</b> | <b>Parcel #</b> |
|----------------------|--------------|-----------------|
| 01-007122            | 103          | 906             |