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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 20th day of FEBRUARY, 2004, by and between CHOPTANK PARTNERS, a Maryland General Partnership, having an address at 27293 Southside Island Creek Road, Trappe, Maryland 21673 ("Grantor") and the EASTERN SHORE LAND CONSERVANCY, INC., a Maryland not-for-profit corporation, having an address at Post Office Box 169, Queenstown, Maryland 21658 ("Grantee").

WITNESSETH

WHEREAS the Eastern Shore Land Conservancy, Inc. is a not-for-profit tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Service Code, is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and is established to promote the protection of productive farmland and natural areas of Maryland's Eastern Shore;

WHEREAS Grantor owns in fee simple 37.52 acres, more or less, of certain real property (the "Property") situate, lying and being in Talbot County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Ames Associates, a District of Columbia Partnership, by deed dated December 31, 1993 and recorded among the Land Records of Talbot County in M.A.S. Liber 769, Folio 39.

WHEREAS Grantor and Grantee recognize 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;

NOW, THEREFORE, as an absolute gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth (the "Terms"), Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity with Conservation Easement of the nature and character and to the extent hereinafter set forth with respect to the Property:

The purpose of this Conservation Easement is to maintain the significant conservation values, including the significant conservation features identified in Exhibit B and the dominant scenic, cultural, rural, agricultural, woodland and wetland characteristics of the Property, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features and characteristics and the maintenance of the Property in its open-space condition.

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

Eastern Shore Land Conservancy, Inc. P.O. Box 169 - Queenstown, MD 21658

RESTRICTION \$ 20.00
RECORDING FEE \$ 75.00
TOTAL \$ 95.00
Ref # 76216
M.S. 6447 Bk # 715
Mar 16 2004 02:36 PM

interest in the Property, enforceable with respect to the Property by Grantee against Grantor and its successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Activities other than Agriculture (as that term is defined below) and residential and private recreational uses, are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop and a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property. Any commercial recreation not prohibited by the preceding sentence shall be limited to a de minimis amount.

“Agriculture” (or “Agricultural” as the context requires), means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquiculture. This includes the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses, and poultry.

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 uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; (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 prohibit trespassing or regulate hunting; 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 five hundred (500) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations, except that signs permitted under exception (6) may be placed the lesser of 100 feet apart or the distance required by law.

C. Dumping or placement of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery and 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 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 combatting erosion or flooding, (2) for Agriculture on the Property, (3) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat, or (4) for archeological excavation, study or data recovery.

E. Other than creation and maintenance of man-made ponds and Agricultural drainage ditches, diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity.

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

G. Buildings, means of access and other structures are prohibited on the Property, except the following, which include the existing structures on the Property listed in Exhibit C:

- (1) one (1) primary residence;
- (2) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence(s) (for example, garage, well house, swimming pool, and pier);
- (3) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property provided that such structures shall not exceed a total surface area of five hundred (500) square feet and shall not be visible from Southside Island Creek Road, means of access to the Property, and the Chopfank River; and
- (4) reasonable means of access to all permitted uses and structures.

The residential structure shall only be used for the purpose of a single-family dwelling unit.

Grantor shall notify Grantee at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the approval of Grantee. Such approval shall be granted or denied based on the Grantee's opinion as to whether or not the proposed location conforms with the conservation values listed in Exhibit B of this Conservation Easement.

H. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one-hundred percent (100%) thereof for a term in excess of twenty (20) years, is prohibited. However, Grantee may approve the Division of the Property and separate ownership of the Property for reasons which Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

I. A one-hundred (100) foot vegetative buffer strip ("Buffer") along the Choptank River (Creek, etc.) ("Water Body") shall be permitted to naturally revegetate or shall be planted with native species, and once established, shall not be disturbed, except as may be reasonably necessary for: (1) erosion control; (2) subject to Grantee's approval, wildlife management; (3) recreational water uses and associated structures; (4) reasonable access for irrigation, hunting, fishing, or trapping; (5) reasonable access to the water; (6) control of non-native and invasive species; (7) subject to Grantee's approval, reasonable access to the remainder of the Property; and (8) subject to all local, state, and federal laws to maintain a reasonable view of the water from the one permitted primary residence.. Manure and compost shall not be stored and pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of any streams or Bay shorelines without Grantee's approval. Notwithstanding the above, pesticides, insecticides, and herbicides (but not fertilizers) may be used when applied according to required permits and label restrictions as may be reasonably necessary for (1) sound disease and insect control practices; or (2) the control of noxious, non-native, or invasive species.

J. 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 is or hereafter may be bounded or described, or to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

K. All rights reserved by 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.

L. If Grantor believes or reasonably should believe that the exercise of a right not prohibited by this Conservation Easement may have a significant adverse effect on the purpose of this Conservation Easement or the conservation interests associated with the Property, Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of a Term of this Conservation Easement by Grantor, Grantee may, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any Term by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and

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

Grantee's remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of the 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 Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, and its employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the Terms of this Conservation Easement; provided that, except in cases where Grantee determine that immediate entry is required to prevent, terminate or mitigate a suspected or actual violation of this Conservation Easement, such entry shall be upon sending prior reasonable notice to Grantor's last known address. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. NO 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: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers are kept on file at the principal office of the Eastern Shore Land Conservancy, Inc. and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of five (5) color slides and one (1) page.

Liber 1230

Folio 932

is Missing

To be added on a retake roll.

E. Grantor and Grantee may jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code. Proposed amendments will not be considered unless in the opinion of Grantee they (1) have no adverse effect on the conservation values protected by this Conservation Easement and (2) uphold the intent of the original grantor and the fiduciary obligation of Grantee to protect the property for the benefit of the public in perpetuity. Grantee shall not be required to agree to any amendment. Amendments shall be recorded among the Land Records where this Conservation Easement is recorded.

F. In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Term of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor discretion over how to comply with said law, use the method most protective of the conservation features of the Property listed in Exhibit B.

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

H. The Terms of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

I. 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 this Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

J. Grantee shall record this instrument in a timely fashion among the Land Records of Talbot County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

K. Grantor hereby certifies that there are no mortgages or deeds of trust affecting this Property.

L. Any notices by Grantor to Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Eastern Shore Land Conservancy Post Office Box, 169, Queenstown, MD 21658 or to such other address as Grantee

Liber 1230

Folio 934

is Missing

To Be added on retake roll

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

GRANTOR:
CHOPTANK PARTNERS, a Maryland General Partnership
By: Horizon Associates Inc. – Managing General Partner
By: Lex Ltd. – Director

[Signature] (SEAL)
By: ZARINA M. FITZGERALD (Print Name)
Title: AUTHORISED REPRESENTATIVE (Print Title)

COMMONWEALTH
STATE OF THE BAHAMAS of _____, TO WIT:

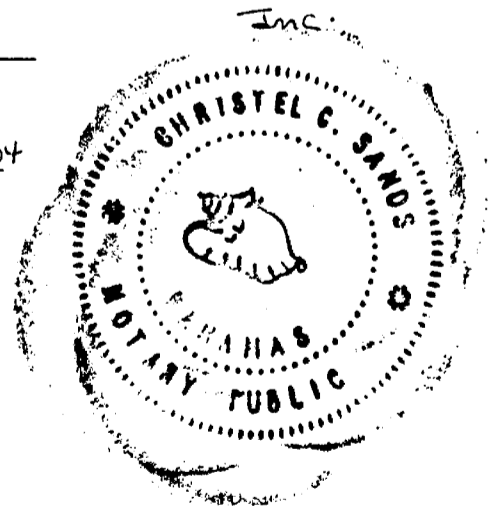
I HEREBY CERTIFY, that on this 20th day of February, 2004, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Zarina M. Fitzgerald (name) who acknowledged himself/herself to be the Authorized Representative (title) of Lex Ltd., a Bahamian (state) Company (type of entity), Managing General Partner of Choptank Partners, and that he/she, as such Authorized Representative (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Lex Ltd. corporation by himself as Authorized Representative (title).

WITNESS my hand and Notarial Seal.

[Signature]

* a Director of
Horizon Associates
Inc.

Notary Public
My Commission Expires: 31-12-04



Liber 1230

Folio 936

is missing

To be added on a retake roll

Exhibit A
Boundary Description and Property Reference
Page One of One

All that tract or parcel of land containing 37.5205 acres of land more or less, lying and being in the Third Election District, Talbot County, Maryland and being more particularly shown as "Lot 2" on a Plat entitled "PLAT SHOWING A PART OF WILDERNESS FARM 3rd Election Dist., Talbot Co. Md.", dated January 1979, prepared by J. R. McCrone, Jr., Inc., and recorded among the Plat Records of Talbot County in Plat Cabinet 48, Page 40. Reference being hereby made to said Plat for a more particular description of said parcel by metes and bounds, courses and distances.

BEING in all respects the same parcel of land conveyed to Choptank Partners, a Maryland General Partnership, by deed from Ames Associates, a District of Columbia Partnership, dated December 31, 1993 and recorded among the Land Records of Talbot County in M.A.S. Liber 769, Folio 39.

Liber 1230

Folio 938

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To be added on a retake roll

Exhibit B
Summary Of Conservation Values
Page 2 of 2

Further, according to the August 1990 Talbot County Comprehensive Plan, it is the policy of the County to, "encourage rural property owners to participate in other land preservation easement programs offered by national, state, regional and local land trust organizations" page 7-20).

Chesapeake Bay Critical Area

Approximately nineteen acres of the Property are 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 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.

Deed of Conservation Easement – East Field

LIBER 1 230 FOLIO 939

Liber 1230

Folio 940

is Missing

To be added on a retake roll

Exhibit D
Description of Slides and Slide Index Numbers
Page 1 of 1

Slide Index Number	Photo Point Description	Slide Scene Description
TAL-CHOP2-01	Northeastern corner of Property along South Side Island Creek Road (near entryway to Martin's Point Farm).	Looking southwest along hedgerow forming boundary with Martin's Point Farm.
TAL-CHOP2-02	Same as above	Panning right from above slide looking into interior of field and along agricultural ditch running parallel with South Side Island Creek Road.
TAL-CHOP2-03	Intersection of South Side Island Creek Road and hedgerow cutting through the middle of the Property.	Looking Southwest at the field on the western side of the hedgerow.
TAL-CHOP2-04	Northwestern boundary of Property along South Side Island Creek Road.	Looking southward into interior of Property.
TAL-CHOP2-05	Western boundary of Property along Choptank River.	Looking east at frontage on Choptank River.

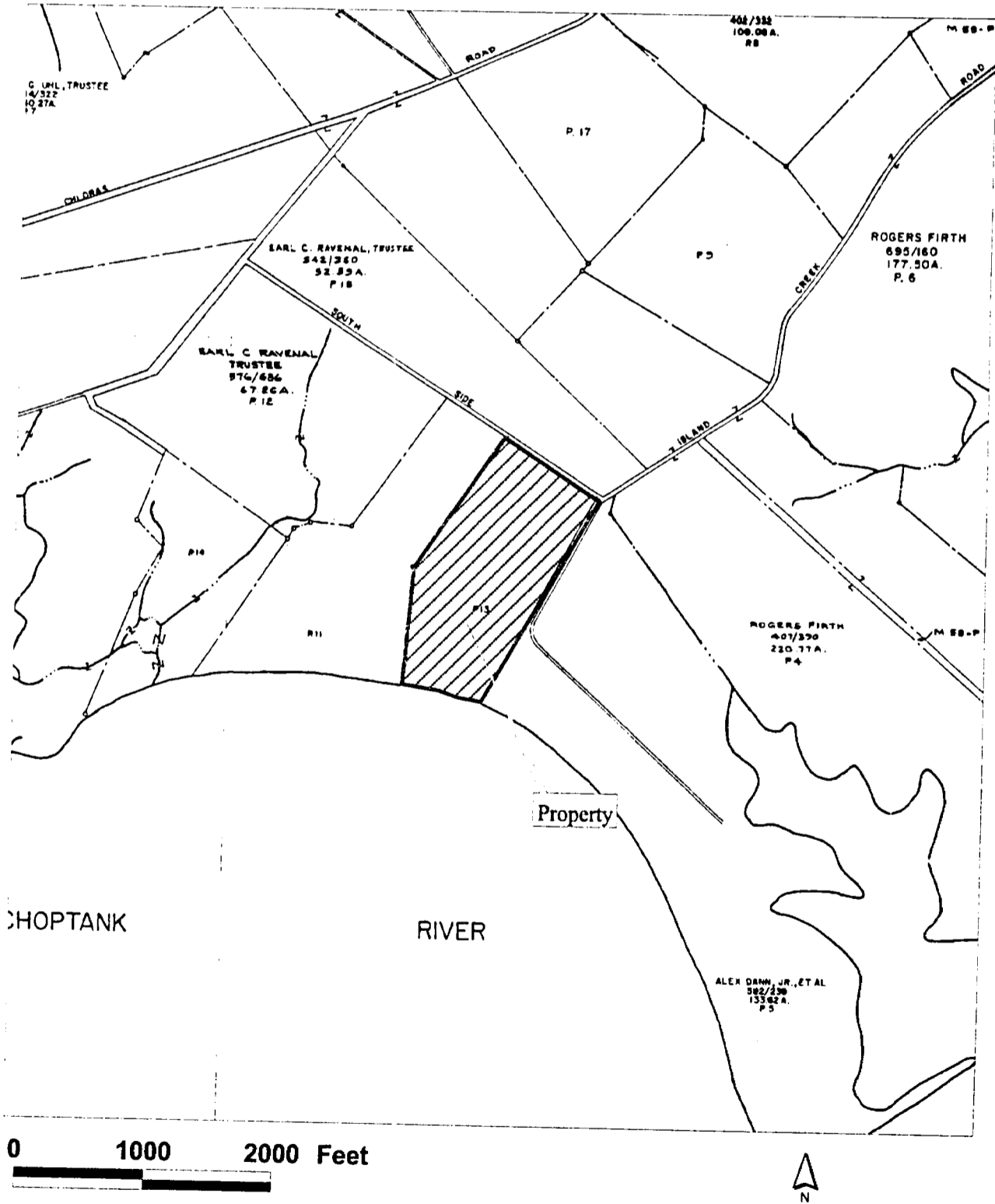
Liber 1230

Folio 942

is missing

To be added on a retake roll.

Exhibit F
Tax Map Showing Approximate Location of Property
Page 1 of 1



Deed of Conservation Easement - East Field

Data Source:
Maryland Property View

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: _____

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)

1 **Type(s) of Instruments** Check Box if addendum Intake Form is Attached.
 Deed Mortgage Other _____
 Deed of Trust Lease _____
 2 **Conveyance Type** Check Box
 Improved Sale Arms-Length [1] 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

4 **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only	
		Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$	Transfer Tax Consideration	\$
Any New Mortgage	\$	X () % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount -	\$
Other: NO CONSIDERATION	\$	Total Transfer Tax =	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value	\$	X () per \$500 =	\$
		TOTAL DUE	\$

5 **Fees**

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 95.00	\$	
Surcharge	\$	\$	
State Recordation Tax	\$	\$	
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

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
3	431645 13726769/39	57	13		<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.
NA					SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)					
27293 Southside Island Creek Rd					
Other Property Identifiers (if applicable)					
Water Meter Account No.					
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> 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)
CHOPTANK PARTNERS	
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)
EASTERN SHORE LAND CONSERVANCY	
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)
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10 **Contact/Mail Information**

Instrument Submitted By or Contact Person		<input type="checkbox"/> Return to Contact Person
Name: NINA WHITE		<input type="checkbox"/> Hold for Pickup
Firm: EASTERN SHORE LAND CONSERVANCY		<input type="checkbox"/> Return Address Provided
Address: P.O. BOX 169 QUEENSTOWN MD 21658		
Phone: (410) 827-9756		

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

Assessment Information

<input type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:		
Year: 20	20	Geo.	Map	Sub
Land		Zoning	Grid	Plat
Buildings		Use	Parcel	Section
Total		Town Cd.	Ex. St.	Ex. Cd.

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

LIGER 1 230 FOLIO 943A

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 1230, p. 0943a, MSA_CE91_1167. Date available 04/25/2005. Printed 05/18/2021.