

FOREST CONSERVATION EASEMENT

THIS FOREST CONSERVATION EASEMENT ("Forest Conservation Easement") executed this 20th day of February, 2015, by and between **DELAHAY FAMILY LIMITED PARTNERSHIP**, a Maryland limited partnership ("Grantor"), and **TALBOT COUNTY, MARYLAND**, a Charter County and political subdivision of the State of Maryland acting by and through its duly authorized Planning Director ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land situate in the Third Election District of Talbot County, Maryland, designated on Tax Map 48 as Parcel 49 on the north side of Almshouse Road, being the same property conveyed to the Grantor by Charlotte S. Delahay by a Deed dated December 29, 1995 and recorded among the Land Records of Talbot County, Maryland in Liber 818 at Folio 951, et seq. (the "Property"); and

WHEREAS, Grantor has elected to engage in a "REGULATED ACTIVITY," as defined by the Talbot County Forest Conservation Ordinance §73-2B on said Property, and Grantor has applied to the Talbot County Planning and Zoning Department for approval of the regulated activity; and

WHEREAS, as a condition of the aforesaid approval, Grantor has submitted and the Grantee has approved a Forest Conservation Plan titled "PINEY POINT FARM, FULL FOREST STAND DELINEATION & FOREST CONSERVATION PLAN FCP #2011-11, LANDS OF DELAHAY FAMILY LIMITED PARTNERSHIP, dated July 6, 2012, revised through January 19, 2015, as prepared by Lane Engineering, LLC, and maintained on file with the Talbot County Planning and Zoning Department, and incorporated by reference herein; and

WHEREAS, the Talbot County Planning and Zoning Department has approved a final subdivision plat titled "PINEY POINT FARM SUBDIVISION PLAT, FCP #2011-11 AND BMP #M1138 ON THE LANDS OF DELAHAY FAMILY LIMITED PARTNERSHIP, dated May 2, 2011, revised through January 19, 2015, consisting of Sheets 1 through 4, as prepared by Lane Engineering, LLC, which is intended to be recorded among the Plat Records of Talbot County, Maryland simultaneously herewith ("Subdivision Plat"); which designates certain areas of forest retention and stormwater management mitigation afforestation located on the aforesaid property as "Forest Conservation Easement Areas". These Forest Conservation Easement Areas total 36.025 acres and are more particularly described by metes and bounds, courses and distances by the legal description attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Forest Conservation Plan, and Talbot County Code, § 73-16B (1)(c) of the Talbot County Forest Conservation Ordinance require the establishment of a long-term protective agreement in the form of a forest conservation easement in, on, over and through the Forest

Conservation Easement Areas to ensure the permanent protection, management and inspection of said areas.

GRANT AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant and convey unto Grantee, its successors and assigns, a Forest Conservation Easement, as hereinafter set forth, in, on, over, under, through, and across the aforesaid Forest Conservation Easement Areas. Grantor further establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the Grantee, its successors and assigns.

This grant of a forest conservation easement, applies to, binds, and runs with that portion of the Property described herein as Forest Conservation Easement Areas, for the benefit of the Grantee, its successors and assigns, forever.

2. Grantor covenants with the Grantee that the Grantor, its successors or assigns, will refrain from destroying, damaging or removing anything of nature which grows within the described Forest Conservation Easement Areas now or hereafter without approval of the Grantee as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor shall comply with the Forest Conservation Plan approved under the Talbot County Forest Conservation Ordinance and that the Forest Conservation Easement Areas shall be preserved in a manner which protects the forest thereon, existing or to be established.

3. Grantor hereby relinquishes the right to use or develop the Forest Conservation Easement Areas for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the Forest Conservation Easement Areas in accordance with the terms and conditions of the recorded Final Forest Conservation Plan, or as permitted by any recorded subdivision plat;

B. Passive recreational activities which are consistent with and do not interfere with forest conservation and management or cause harm to forest management resources, including walking, hiking and bird watching; and

C. Forest conservation and management practices, including harvesting of trees in accordance with a written agreement with the State Department of Natural Resources, provided suitable provisions are made for the replacement of harvested trees.

4. Grantor may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead or dying trees, and invasive species as defined by State or local law from time to time.

5. All rights reserved by or not prohibited to Grantor shall be exercised to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the Forest Conservation Area.

6. Grantee, or its duly authorized representatives shall have the right, at reasonable hours, to enter the Forest Conservation Easement Areas, without notice, for the sole purpose of inspecting the Forest Conservation Areas to determine whether the Grantor is complying with the terms, covenants, conditions, limitations and restrictions herein contained.

7. No failure on the part of the 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 the Grantee to enforce the same in the event of a subsequent breach or default.

8. Upon any breach of the terms of this Forest Conservation Easement, Grantee may exercise any or all of the remedies provided in the Talbot County Forest Conservation Ordinance including, but not limited to, the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach, to require the restoration of the forest to its condition prior to such breach, and such other legal action as may be necessary to ensure compliance with this Forest Conservation Easement and the covenants, conditions, limitations and restrictions herein contained. In the event of any breach by Grantor, or Grantor's successors, or assigns, of any obligations under this Forest Conservation Easement, the breaching party shall reimburse the Grantee for all costs or expenses incurred to enforce the terms hereof, including but not limited to consultant's fees, court costs, reasonable attorney's fees, and any other expenses reasonably incurred by the Grantee to enforce the terms hereof, or to remedy the breach.

9. In the event of any ambiguity or question concerning the scope or requirements imposed by this Forest Conservation Easement, or any covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Forest Conservation Easement Areas, Grantor may submit a written request to the Talbot County Planning Director for interpretation or consideration and approval of such use. The Planning Director shall render an interpretation, decision and response within thirty (30) days following the receipt of any such request.

10. This Forest Conservation Easement does not grant the public, in general, any right of access or any right to the use of any portion of the Property. This easement extends only to those areas designated as the Forest Conservation Easement Areas and necessary access thereto by the Grantee to inspect from time to time.

11. The Grantor further covenants and agrees that the easements, covenants and agreements contained herein shall run with and bind the Property, and all portions thereof, and shall apply to and bind the Grantor, and its successors and assigns, including all present and future owners of the Property.

12. Grantor agrees to make specific reference to this Forest Conservation Easement in a separate paragraph of any subsequent sales contract, mortgage, deed, lease or other legal instrument by which any interest in the Forest Conservation Easement Areas is conveyed.


TO HAVE AND TO HOLD the said easement unto Talbot County, Maryland, a Charter County and political subdivision of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.


IN WITNESS WHEREOF, Grantor and Grantee have caused this Forest Conservation Easement to be properly executed and sealed as of the day and year first above written.

WITNESS: DELAHAY FAMILY LIMITED PARTNERSHIP,
a Maryland limited partnership

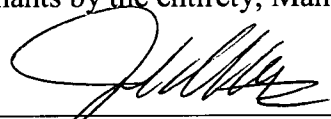
By: Cyclops Family, L.L.C., a Delaware limited liability company, General Partner

By: John E. Akridge, III and Sarah B. Akridge, as tenants by the entirety, Managing Member



Thomas Chapman


C. Thomas Chapman



John E. Akridge, III, Managing Member (SEAL)

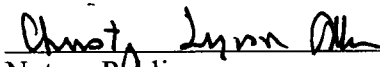


Sarah B. Akridge, Managing Member (SEAL)

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 20th day of February, 2015, before me, a Notary Public of said State, personally appeared JOHN E. AKRIDGE, III and SARAH B. AKRIDGE, who acknowledged themselves to be Managing Members of Cyclops Family, L.L.C., a Delaware limited liability company, General Partner of **DELAHAY FAMILY LIMITED PARTNERSHIP**, a Maryland limited partnership, and that they as such Managing Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and further did certify the same to be the valid and proper act of said limited liability company as General Partner of Delahay Family Limited Partnership.

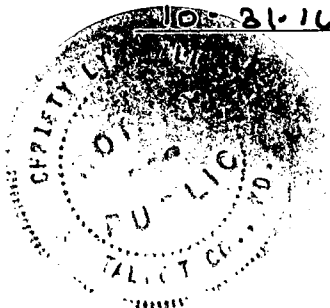
WITNESS my hand and Notarial Seal.



Notary Public

My Commission Expires:

DEC 31 16



TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0353, MSA_CE91_2218. Date available 07/27/2015. Printed 07/31/2023.

WITNESS:

Carole A. Sellman

TALBOT COUNTY, MARYLAND

By: Mary Kay Verdery (SEAL)
Mary Kay Verdery, Planning Director

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

I HEREBY CERTIFY, that on this 14th day of July, 2015, before me, a Notary Public of the State aforesaid, personally appeared Mary Kay Verdery, who acknowledged herself to be the Planning Director of Talbot County, Maryland, a Maryland charter county, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized agent of said Talbot County, Maryland.

AS WITNESS my hand and Notarial seal.

Carole A. Sellman
Notary Public

My Commission Expires:

8-5-15

Lane Engineering, LLC

Established 1986

Civil Engineers • Land Planning • Land Surveyors

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

117 Bay Street
P.O. Box 1767
Easton, Maryland 21601
Tel 410-822-8003
Fax 410-822-2024

354 Pennsylvania Avenue
Centreville, Maryland 21617
Tel 410-758-2095
Fax 410-758-4422

DESCRIPTION OF

FOREST CONSERVATION EASEMENT AREAS

PINEY POINT FARM SUBDIVISION

IN THE THIRD ELECTION DISTRICT

TALBOT COUNTY, MARYLAND

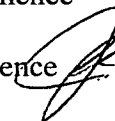
October 24, 2014

All those pieces, parcels or tracts of land situate, lying and being in the Third Election District, Talbot County, Maryland, and being more particularly described as follows;

FOREST CONSERVATION EASEMENT AREA "A"

Beginning for the same being removed from a Concrete Monument found, said Concrete Monument found being on the northerly side of the public road leading from Hole in the Wall to Oxford known as Almshouse Road (50 foot wide public road), said Concrete Monument found also being the southeasterly corner of the lands of Timothy Scott Ward and Stirling Frost Ward (Liber 668, Folio 690), and from said Concrete Monument found, and by and with said Timothy Scott Ward and Stirling Frost Ward lands North 24 degrees 29 minutes 04 seconds West, 5.24 feet to the TRUE Point of Beginning, said Point of Beginning also being the southeasterly corner of the Reserved Land Area as delineated on a plat of subdivision entitled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138" to be recorded among the Land Records of Talbot County, Maryland, and from said Place of Beginning and running in the meridian of the Maryland State Plane NAD (CORS) and running in through over and across as to include a portion of Piney Point Farm the following seven courses and distances

- (1) South 82 degrees 45 minutes 01 seconds West, 266.34 feet to a point; thence
- (2) North 30 degrees 58 minutes 50 seconds West, 59.67 feet to a point; thence
- (3) North 17 degrees 58 minutes 49 seconds West, 102.97 feet to a point; thence
- (4) North 64 degrees 59 minutes 52 seconds West, 43.84 feet to a point; thence



LIBER2279 FOLIO355

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0355, MSA_CE91_2218. Date available 07/27/2015. Printed 07/31/2023.

(5) South 90 degrees 00 minutes 00 seconds West, 140.39 feet to a point; thence

(6) South 79 degrees 20 minutes 14 seconds West, 185.98 feet to a point; thence

(7) South 80 degrees 33 minutes 17 seconds West, 154.95 feet to an Iron Rod set and the easterly side of Piney Point Lane (40 foot wide private road right-of-way easement) as delineated on said plat; thence by and with said easterly side of Piney Point Lane the following four courses and distances

(8) North 24 degrees 13 minutes 25 seconds West, 828.47 feet to an Iron Rod set; thence

(9) by and with the arc of a curve deflecting to the right, which has a radius of 330.00 feet, for a length of 296.01 feet, the tangent of which is 158.80 feet, the chord of which bears North 01 degrees 28 minutes 25 seconds East 286.19 feet to an Iron Rod set; thence

(10) by and with the arc of a curve deflecting to the left, which has a radius of 520.00 feet, for a length of 430.22 feet, the tangent of which is 228.29 feet, the chord of which bears North 03 degrees 28 minutes 08 seconds East 418.06 feet to an Iron Rod set; thence

(11) North 20 degrees 13 minutes 58 seconds West, 407.70 feet to a point; thence running in, through, over and across, as to include a portion of Piney Point Farm subdivision the following two courses and distances

(12) North 79 degrees 32 minutes 13 seconds East, 171.68 feet to a point; thence

(13) South 22 degrees 58 minutes 59 seconds East, 29.20 feet to a Concrete Monument found and the lands of Joanne Brooks and Sandra Brooks Monahan, Trustees (Liber 2113, Folio 387); thence by and with said Joanne Brooks and Sandra Brooks Monahan, Trustees lands the following three courses and distances

(14) South 22 degrees 58 minutes 59 seconds East, 149.50 feet to a Concrete Monument found; thence

(15) South 22 degrees 30 minutes 00 seconds East, 256.23 feet to a Concrete Monument found; thence

(16) North 76 degrees 35 minutes 53 seconds East, 237.77 feet to a Concrete Monument found and the lands of Richard Marks and Lana Marks (Liber 851, Folio 610 and Liber 565, Folio 492); thence by and with said Richard Marks and Lana Marks lands

(17) South 24 degrees 18 minutes 41 seconds East, 1249.41 feet to a Concrete Monument found and the lands of Timothy Scott Ward and Stirling Frost Ward (Liber 2184, Folio 53); thence by and with said Timothy Scott Ward and Stirling Frost Ward lands



LIBER 2279 FOLIO 356

www.leinc.com
mail@laneengineering.com

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0356, MSA_CE91_2218. Date available 07/27/2015. Printed 07/31/2023.

(18) South 24 degrees 04 minutes 27 seconds East, 256.87 feet to an Iron Rod found and the aforementioned lands of Timothy Scott Ward and Stirling Frost Ward (Liber 668, Folio 690); thence by and with said Timothy Scott Ward and Stirling Frost Ward lands

(12) South 24 degrees 29 minutes 04 seconds East, 250.02 feet to the Place of Beginning, containing 26.254 Acres of Land, more or less.

FOREST CONSERVATION EASEMENT AREA "B"

Beginning for the same being removed from an Iron Rod set, said Iron Rod set being on the westerly side of Piney Point Lane (40 foot wide private road right-of-way easement) as delineated on a plat of subdivision entitled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138" to be recorded among the Land Records of Talbot County, Maryland, said Iron Rod set also being at the northerly end of the curve labeled "C3" and from said Place of Beginning and running in the meridian of the Maryland State Plane NAD (CORS) and running by and with said westerly side of Piney Point Lane the following two courses and distances

(1) by and with the arc of a curve deflecting to the right, which has a radius of 480.00 feet, for a length of 397.13 feet, the tangent of which is 210.72 feet, the chord of which bears South 03 degrees 28 minutes 08 seconds West, 385.90 feet to an Iron Rod set; thence

(2) by and with the arc of a curve deflecting to the left, which has a radius of 370.00 feet for a length of 152.76 feet, the tangent of which is 77.49 feet, the chord of which bears South 15 degrees 20 minutes 35 seconds West, 151.68 feet to a point; thence running in, through, over and across, as to include a portion of Piney Point Farm subdivision the following four courses and distances

(3) North 24 degrees 19 minutes 44 seconds West, 888.25 feet to a point; thence

(4) North 25 degrees 01 minutes 54 seconds East, 43.82 feet to a point; thence

(5) North 62 degrees 04 minutes 21 seconds East, 46.30 feet to a point; thence

(6) North 78 degrees 44 minutes 57 seconds East, 232.65 feet to a point and the aforesaid westerly side of Piney Point Lane; thence by and with said westerly side of Piney Point Lane

(7) South 20 degrees 13 minutes 58 seconds East, 409.99 feet to the Place of Beginning, containing 4.771 Acres of Land, more or less.



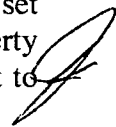
TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0357, MSA_CE91_2218, Date available 07/27/2015. Printed 07/31/2023.

STORMWATER MANAGEMENT MITIGATION AFFORESTATION &
FOREST CONSERVATION EASEMENT AREA "C"

Beginning for the same being removed from an Iron Rod found, said Iron Rod found being at the northeasterly corner of the lands of Michael J. Basil, Joseph W. Basil and Nancy E. Basil (Liber 1242, Folio 860), said Iron Rod found also being at the end of the North 28 degrees 42 minutes 47 seconds West, 206.64 foot westerly boundary line of the Remaining Lands parcel as delineated on a plat of subdivision entitled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138" to be recorded among the Land Records of Talbot County, Maryland, and from said Iron Rod found North 55 degrees 39 minutes 36 seconds East, 52.79 feet to the TRUE Point of Beginning, said Point of Beginning also being the northwesterly corner of the Stormwater Management Mitigation Afforestation & Forest Conservation Easement Area "C" as delineated on said plat, and from said Place of Beginning and running in the meridian of the Maryland State Plane NAD (CORS) and running by and with said Stormwater Management Mitigation Afforestation & Forest Conservation Easement Area "C" the following eight courses and distances

- (1) North 74 degrees 40 minutes 55 seconds West, 239.01 feet to a point: thence
- (2) North 58 degrees 20 minutes 33 seconds West, 370.52 feet to a point: thence
- (3) North 79 degrees 03 minutes 09 seconds West, 157.93 feet to a point: thence
- (4) North 27 degrees 32 minutes 43 seconds West, 107.33 feet to a point: thence
- (5) North 63 degrees 43 minutes 22 seconds East, 554.70 feet to a point: thence
- (6) South 24 degrees 36 minutes 18 seconds East, 410.78 feet to a point: thence
- (7) South 01 degrees 36 minutes 03 seconds East, 77.01 feet to a point: thence
- (8) South 24 degrees 13 minutes 25 seconds East, 195.04 feet to the Place of Beginning, containing 5.000 Acres of Land, more or less, and

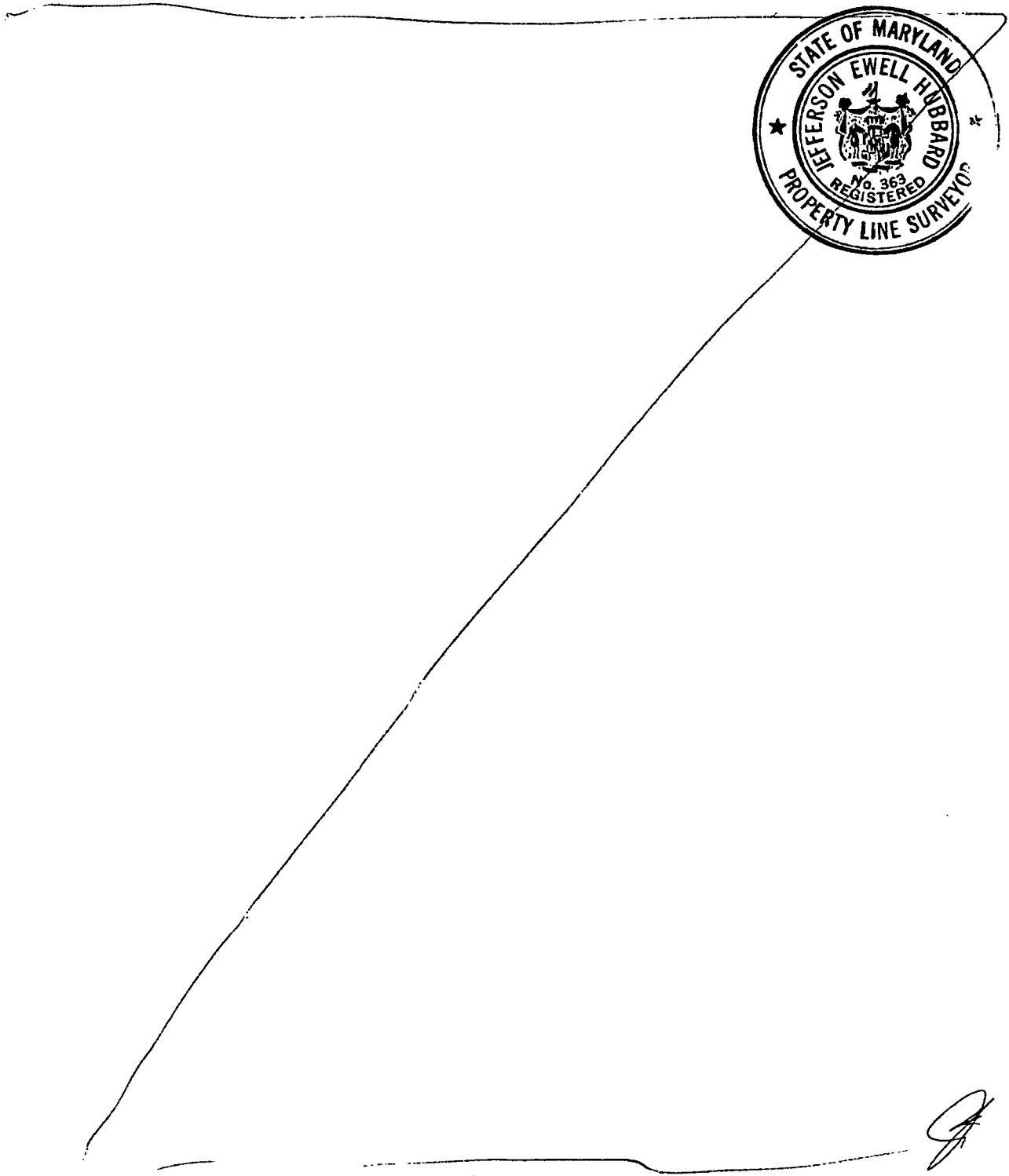
The above parcels are intended to be all of the same lands designated as the Forest Conservation Easement Areas "A" & "B" and Stormwater Management Mitigation Afforestation & Forest Conservation Easement Area "C" on a plat entitled "Piney Point Farm Subdivision Plat, FCP #2011-11 and BMP #M1138" to be recorded among the Land Records of Talbot County, Maryland. I hereby certify that these documents were prepared by me or under my responsible charge and complies with requirements as set forth in regulation 09.13.06.08 and 09.13.06.12, and that I am a duly licensed property line surveyor under the laws of the State of Maryland, License No. 363, and, subject to biennial renewal, my current expiration date is August 3, 2015



TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0358, MSA_CE91_2218, Date available 07/27/2015. Printed 07/31/2023.



Jefferson Ewell Hubbard
Registered Property Line Surveyor
Maryland Registration Number 363



www.leinc.com
mail@laneengineering.com

LIBER 2279 FOLIO 359

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0359, MSA_CE91_2218. Date available 07/27/2015. Printed 07/31/2023.

Mary Ann Shortall, Clerk
Circuit Court For Talbot County
11 N. Washington St., Suite 16
Easton, Maryland 21601

License and Recording
(410) 822-2611 Ext. 4

LR - Easement
(No-Taxes) Recording
Fee 75.00
Grantor Name: delahay
family
Reference/Control #: 2279/350
LR - Easement
(No-Taxes) Surcharge 40.00
=====
SubTotal: 115.00
=====
Total: 520.00
07/22/2015 11:20
CC20-DR
#4574275 CC0205 -
Talbot
County/CC02.05.01 -
Register 01

DOCUMENT VALIDATION
(excluded from page count)

LIBER2279 FOLIO360