

CRITICAL AREA BUFFER PROTECTION AGREEMENT

THIS CRITICAL AREA BUFFER PROTECTION AGREEMENT ("Agreement") is executed this 28th 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 "REGULATED ACTIVITIES" defined by the Talbot County Zoning Ordinance §190-134 B, §190-139-C (6) and in COMAR 27.01.09.01-1 A., and Grantor has applied to the Talbot County Planning and Zoning Department for approval of the regulated activities; and

WHEREAS, as a condition of the aforesaid approval, Grantor has submitted, and the Talbot County Planning and Zoning Department has approved, a Critical Area Buffer Management, Stormwater Mitigation Afforestation and Street Tree Planting Plan that is incorporated within a final subdivision plat for the Property, 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, as prepared by Lane Engineering, LLC, that designates certain areas of Critical Area Buffer and Expanded Buffer Establishment and Protection; and

WHEREAS, to implement the aforementioned approvals, Grantee has approved the aforementioned 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 ("Subdivision Plat"), and intended to be recorded among the Plat Records of Talbot County, Maryland simultaneously herewith, and on which are designated Critical Area Buffer Protection Areas. These Critical Area Buffer Protection Areas total 11.473 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, COMAR 27.01.09.01-2.R., requires the establishment of a long-term protective agreement on, over and through the Critical Area Buffer Protection Area to ensure the permanent protection, management and inspection of said area.

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 and Grantee hereby enter into this Agreement to establish, create and declare the restrictions herein set forth in favor of and for the benefit of the Grantee, its successors and assigns, with respect to the Critical Area Buffer Protection Area described herein.

2. This Agreement applies to, binds, and runs with those portions of the Property more particularly described in Exhibit A (described herein as the Critical Area Buffer Protection Area), for the benefit of Grantee, its successors and assigns, forever. This Critical Area Buffer Protection Area is collectively referred to herein as the "Protection Area".

3. Grantor covenants and agrees with the Grantee that the Grantor, its successors or assigns, shall not destroy, damage or remove any plant material of nature which now or hereafter grows within the Protection Areas 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 conditions of approval of the Subdivision Plat approved under the Talbot County Zoning Ordinance and that the Protection Area shall be preserved in a manner which protects the forest or natural vegetation thereon, either existing as of the date of this Agreement or to be established hereafter.

4. Grantor does hereby relinquish the right to use or develop the Protection Area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the forest in accordance with the recorded Subdivision Plat;

B. Passive recreational activities, such as walking, hiking and bird watching, which are consistent with and do not adversely impact forest or wetland habitats or cause harm to these resources;

C. Hunting and trapping;

D. Forest management practices with the specific purpose of preserving the areas in forest and subject to approval of the Chesapeake Bay Critical Area Commission and the Talbot County Planning and Zoning Department, and provided suitable provisions are made for the replacement of harvested trees; and

E. Maintenance of a three (3) foot wide path or trail through the forest understory such as may be necessary to access a water dependent facility.

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 Protection Area.

6. The Grantee, or its duly authorized representatives, shall have the right, at reasonable hours, to enter the Property with reasonable notice for the sole purpose of inspecting the Protection Area 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 Agreement, the Grantee may exercise any or all of the remedies provided in the Talbot County Code 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 Agreement and the covenants, conditions, limitations and restrictions contained herein. In the event of any breach by Grantor, or Grantor's successors, or assigns, of any obligations under this Agreement, 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 Agreement with respect to any particular use of the Protection Areas, Grantor may submit a written request to the Talbot County Planning Director for interpretation or consideration and approval of such use. The Talbot County Planning Director shall render an interpretation, decision, and response within thirty (30) days following the receipt of any such request.

10. This Agreement does not grant to the public, in general, any right of access or any right to the use of any portion of the Property and extends only to those areas designated as the Protection Area and any necessary access thereto.

11. Grantor further covenants and agrees that the covenants and agreements contained herein shall run with and bind the Property and shall apply to and bind upon Grantor and its successors and assigns.

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

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement 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



C. Thomas Chapman



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



C. Thomas Chapman

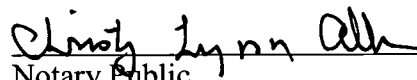


Sarah B. Akridge, Managing Member (SEAL)

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

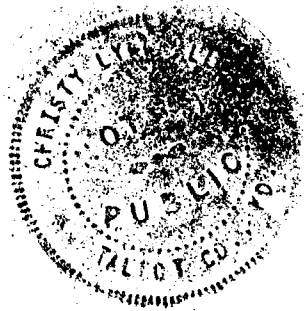
I HEREBY CERTIFY, that on this 20th day of February, 2015, before me, a Notary Public of said State, personally appeared JOHN E. AKRIDGE, III and SARAH B. AKRIDGE, who acknowledged themselves to be Managing Members of Cyclops Family, L.L.C., a Delaware limited liability company, General Partner of **DELAHAY 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:
10-31-16



WITNESS:

TALBOT COUNTY, MARYLAND

Anole A. Jellum

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.

Anole A. Jellum
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

BUFFER PROTECTION 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;

LOT 1 BUFFER PROTECTION AREA

Beginning for the same at a point, said point being on the Mean High Water Line of Trippe Creek, said point also being the northeast corner of Lot 1 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 by and with the easterly side of said Lot 1 the following two courses and distances

- (1) South 18 degrees 45 minutes 09 seconds East, 100.00 feet more or less to an Iron Rod set; thence
- (2) South 18 degrees 45 minutes 09 seconds East, 146.86 feet to a point on the 200 foot shoreline buffer as delineated on said plat; thence by and with said 200 foot shoreline buffer and running in, through, over and across as to include a portion of said Lot 1 the following eight courses and distances
- (3) North 75 degrees 32 minutes 31 seconds West, 235.35 feet to a point; thence
- (4) North 65 degrees 00 minutes 47 seconds West, 92.86 feet to a point; thence
- (5) South 05 degrees 18 minutes 59 seconds West, 131.18 feet to a point; thence



LIBER 2279 FOLIO 366

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0366, MSA_CE91_2218, Date available 07/27/2015. Printed 07/31/2023.

- (6) South 03 degrees 52 minutes 35 seconds East, 153.08 feet to a point; thence
- (7) South 22 degrees 47 minutes 38 seconds East, 94.08 feet to a point; thence
- (8) South 33 degrees 54 minutes 00 seconds East, 65.66 feet to a point; thence
- (9) North 61 degrees 08 minutes 53 seconds West, 305.01 feet to a point; thence
- (10) North 61 degrees 08 minutes 53 seconds West, 38.00 feet more or less to the waters of the Trippe Creek; thence by and with the Mean High Water Line of the said Trippe Creek and many meanderings thereof generally the following nine courses and distances
- (11) North 14 degrees 18 minutes 22 seconds West, 170.25 feet to a point; thence
- (12) North 20 degrees 02 minutes 58 seconds East, 141.48 feet to a point; thence
- (13) North 13 degrees 43 minutes 42 seconds West, 283.68 feet to a point; thence
- (14) North 30 degrees 12 minutes 30 seconds West, 179.05 feet to a point; thence
- (15) North 64 degrees 25 minutes 22 seconds East, 59.10 feet to a point; thence
- (16) South 41 degrees 46 minutes 45 seconds East, 179.95 feet to a point; thence
- (17) North 85 degrees 45 minutes 38 seconds East, 179.62 feet to a point; thence
- (18) South 24 degrees 59 minutes 06 seconds East, 166.97 feet to a point; thence
- (19) South 65 degrees 29 minutes 25 seconds East, 208.82 feet to the Place of Beginning, containing 5.747 Acres of Land, more or less.

LOT 2 BUFFER PROTECTION AREA

Beginning for the same at a point, said point being on the Mean High Water Line of Trippe Creek, said point also being the northwest corner of Lot 2 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) thence by and with said Mean High Water Line of the said Trippe Creek and many meanderings thereof generally the following three courses and distances

- (1) North 78 degrees 20 minutes 29 seconds East, 159.00 feet to a point; thence
- (2) North 42 degrees 14 minutes 13 seconds East, 80.10 feet to a point; thence



TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0367, MSA_CE91_2218. Date available 07/27/2015. Printed 07/31/2023.

(3) South 78 degrees 12 minutes 14 seconds East, 30.02 feet to an Iron Rod 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 ten courses and distances

(4) South 15 degrees 24 minutes 45 seconds East, 254.59 feet to a Concrete Monument found; thence

(5) South 23 degrees 54 minutes 45 seconds East, 265.15 feet to an Iron Rod found; thence

(6) South 63 degrees 02 minutes 45 seconds East, 99.00 feet to an Iron Rod found; thence

(7) South 44 degrees 30 minutes 45 seconds East, 132.00 feet to a Concrete Monument found; thence

(8) South 79 degrees 30 minutes 45 seconds East, 122.10 feet to a Concrete Monument found; thence

(9) South 60 degrees 59 minutes 22 seconds East, 306.47 feet to a Concrete Monument found; thence

(10) South 71 degrees 53 minutes 16 seconds East, 101.93 feet to an Iron Rod found; thence

(11) South 56 degrees 49 minutes 14 seconds East, 66.00 feet to a Concrete Monument found; thence

(12) South 30 degrees 49 minutes 14 seconds East, 99.00 feet to an Iron Rod found; thence

(13) South 44 degrees 19 minutes 14 seconds East, 99.00 feet to an Iron Rod found and the Remaining Lands Parcel as delineated on said plat; thence by and with said Remaining Lands Parcel

(14) South 58 degrees 57 minutes 01 seconds West, 100.98 feet to a point and the 200 foot shoreline buffer as delineated on said plat; thence by and with said 200 foot shoreline buffer and running in, through, over and across as to include a portion of said Lot 2 the following seventeen courses and distances

(15) North 24 degrees 19 minutes 25 seconds West, 18.71 feet to a point; thence

(16) North 39 degrees 31 minutes 35 seconds West, 57.81 feet to a point; thence

(17) North 28 degrees 01 minutes 36 seconds West, 62.13 feet to a point; thence




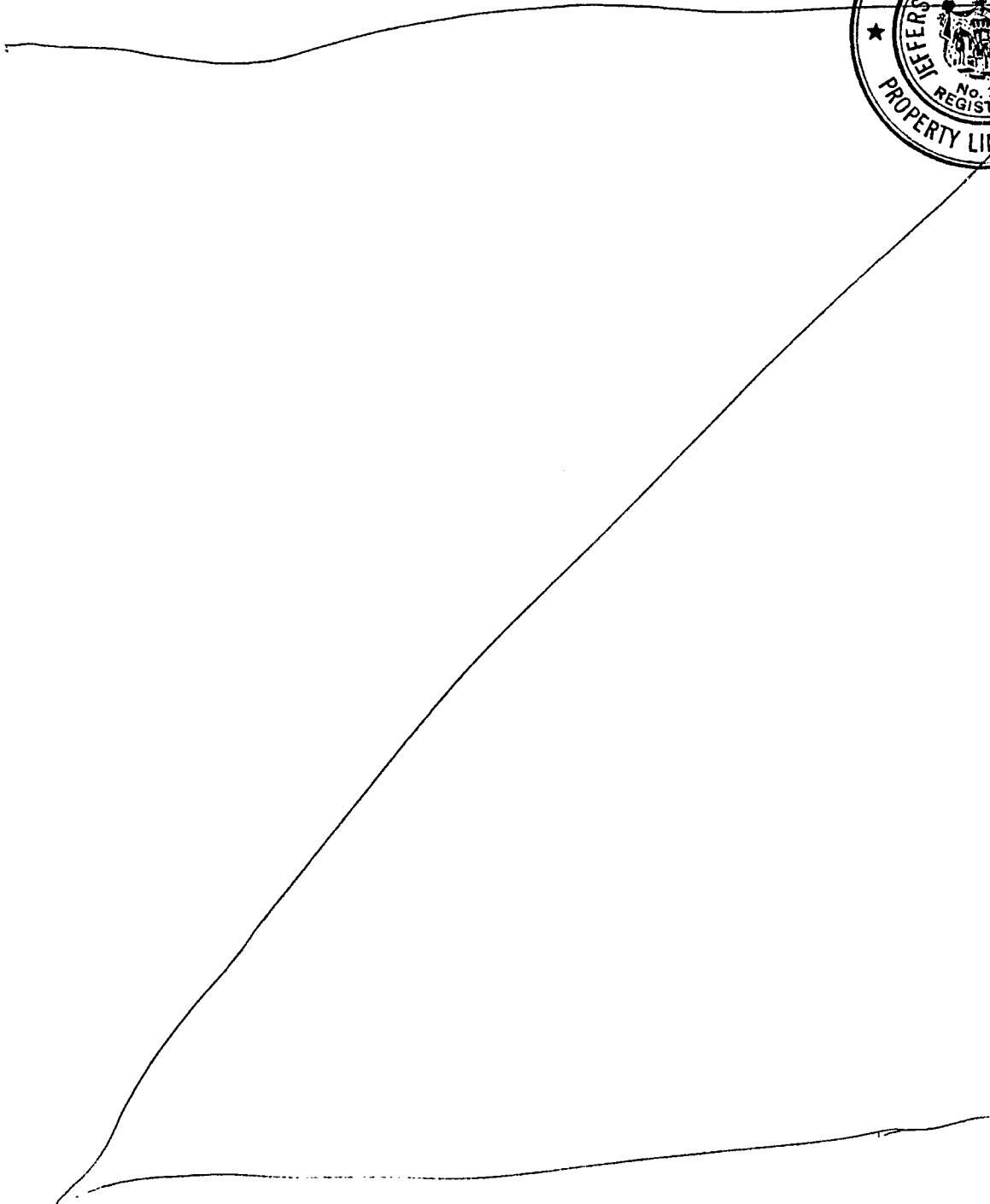
- (18) North 46 degrees 25 minutes 38 seconds West, 35.94 feet to a point; thence
- (19) North 31 degrees 57 minutes 03 seconds West, 47.45 feet to a point; thence
- (20) North 71 degrees 17 minutes 03 seconds West, 105.31 feet to a point; thence
- (21) South 88 degrees 22 minutes 50 seconds West, 119.63 feet to a point; thence
- (22) North 72 degrees 18 minutes 13 seconds West, 199.84 feet to a point; thence
- (23) North 83 degrees 34 minutes 32 seconds West, 77.85 feet to a point; thence
- (24) North 57 degrees 29 minutes 53 seconds West, 149.01 feet to a point; thence
- (25) North 54 degrees 53 minutes 31 seconds West, 88.91 feet to a point; thence
- (26) North 40 degrees 24 minutes 43 seconds West, 85.16 feet to a point; thence
- (27) North 50 degrees 53 minutes 19 seconds West, 77.11 feet to a point; thence
- (28) North 28 degrees 39 minutes 35 seconds West, 77.11 feet to a point; thence
- (29) North 17 degrees 32 minutes 43 seconds West, 82.62 feet to a point; thence
- (30) North 43 degrees 47 minutes 22 seconds West, 107.11 feet to a point; thence
- (31) North 80 degrees 41 minutes 05 seconds West, 28.11 feet to a point and Lot 1 as delineated on said plat; thence by and with said Lot 1 the following two courses and distances
- (32) North 18 degrees 45 minutes 09 seconds West, 146.86 feet to an Iron Rod set point; thence
- (33) North 18 degrees 45 minutes 09 seconds West, 100.00 feet more or less to the Place of Beginning containing 5.726 Acres of land more or less, and

The above parcels are intended to be all of the same lands designated as Lot 1 Buffer Protection Area and Lot 2 Buffer Protection Area 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. 0369, 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 370

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 2279, p. 0370, 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 - Agreement
Recording Fee 75.00
Grantor/Grantee Name:
deahay/talbot county
Reference/Control #:
2279/361
LR - Agreement
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)

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