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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 hereto agree as follows:

1. Grantor(s) do hereby grant and convey unto County Commissioners of Worcester County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, a forest conservation, management and access easement, of the nature and character and to the extent hereinafter set forth, in, on, over, through and across the aforesaid forest conservation area (as described in Exhibit A). Grantor(s) further establish, create and declare the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

2. Grantor(s) covenant with the County to refrain from destroying, damaging or removing anything of nature which grows there now, or hereafter without approval of the County as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor(s) shall comply with the final forest conservation plan approved under the Worcester County Forest Conservation Law and that the easement area shall be preserved in a manner which protects the forest thereon, existing or to be established.

3. Grantor(s) hereby relinquish the right to use or develop the forest conservation area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the forest conservation area in accordance with the terms and conditions of the Plan and the Forest Planting and Maintenance Agreement;

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;

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(s) 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 noxious plants or weeds.

5. All rights reserved by or not prohibited to Grantor(s) shall be exercised so as 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 easement area.

6. The County, or its duly authorized representatives shall have the right, at reasonable hours, to enter the forest conservation area for the sole purpose of inspecting the forest conservation area to determine whether the Grantor(s) are complying with the terms, covenants, conditions, limitations and restrictions herein contained.

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

8. Upon any breach of the terms of this Deed of Easement the County may exercise any or all of the remedies provided in the Worcester County Forest Conservation Law 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 Deed of Easement and the covenants, conditions, limitations and restrictions herein contained. If Grantor is found to have breached any of its obligations under this Deed of Easement, Grantor shall reimburse the County for any costs or expenses incurred, including consultant's fees, court costs, reasonable attorney's fees, and any administrative and overhead costs.

9. Interpretation of this Agreement shall be the sole province of County, and County may issue interpretations hereof upon request of Grantor(s), or at County's discretion. Upon application of Grantor(s), County may permit activities otherwise prohibited hereby, where County determines, based upon findings of fact, that such activity will not violate the purpose or intent of this agreement.

10. This Deed of Easement does not grant the public, in general, any right of access or any right to the use of the easement area, or any other portion of the property. This easement extends only to those areas designated as the forest conservation area and necessary access thereto.

11. The Grantor(s) further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the forest conservation area and all portions thereof and shall bind the Grantor(s) and their heirs, personal representatives, successors and assigns and shall bind all present and subsequent owners of the property identified herein.



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12. Grantor(s) agree to make specific reference to this Deed of 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 area is conveyed.

13. This Deed of Easement shall be binding upon the personal representatives, heirs, successors and assigns of the parties hereto.

14. The undersigned lienholders join herein for the purpose of subordinating any lien that they or any of them may have in the property described in Exhibit A to the effect of this Deed of Forest Conservation Easement and do further warrant and represent that they, to the best of their knowledge, belief and understanding are the only lienholders who have liens upon such property.

15. Grantor(s) hereby warrants and covenants that the lienholders whose signatures follow are the only lienholders having any lien or encumbrance upon the property described in Exhibit A.

TO HAVE AND TO HOLD the said easement unto County Commissioners of Worcester County, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.

AND the said Grantor(s) covenant that they have not done nor suffered to be done anything to encumber the property, easement, and/or rights hereby conveyed and that they will execute such other and further assurances of the same as may be necessary and requisite.

AS WITNESS our hands and seals the day and year first above written.

WITNESS:

Michelle Cole

WITNESS:

ATTEST:

John A. Coleman

GRANTOR(S):

John H. Burbage, Jr. (Seal)
Whispering Woods, Inc.
John H. Burbage, Jr., President (Seal)

LIENHOLDER(S):

None (Seal)

_____ (Seal)

GRANTEES:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Gerald T. Mason (Seal)
Gerald T. Mason, C.A.O.



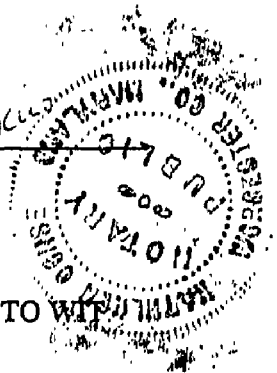
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STATE OF MARYLAND, Worcester COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1 day of September 2000, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Tom H Burbage Jr, Grantor(s), who executed the foregoing instrument in my presence and acknowledged the same as his or her deed and act, and further made oath in due form of law that the matters and facts contained therein are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Kenneth Cole Mason
Notary Public
My Commission Expires: 4/26/2001



STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____ 200____, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared _____, Lienholder(s), who in my presence, executed the foregoing instrument for the purposes therein contained, and further made oath in due form of law that the matters and facts contained therein are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, Worcester COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of October 2000, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared Gerald T. Mason, Chief Administrative Officer of Worcester County, Maryland, executed the foregoing deed as Grantee for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Faith A. Coleman
Notary Public
My Commission Expires: 6/01/03



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Exhibit A

Forest Conservation Area

The Forest Conservation Area shall be all that tract or parcel lying and being in the Tenth Tax District of Worcester County and State of Maryland, and being more particularly described as that area designated "forest conservation area" on a plat entitled "Forest Retention Area Plat", made by Frank G. Lynch, Jr. and Associates, Inc., dated 9/12/2000, and intended to be recorded among the Land Records of Worcester County, Maryland, immediately following the execution of this Agreement.

IMP FD SUR \$5	5.00
RECORDING FEE	20.00
TOTAL	25.00
Rest # 4002	Rept # 66503
SVH 3984	Blk # 1622
Oct 25, 2000	12:42 PM

Plat recorded in Liber S.V.H. 165 Folios 160 - 162.

OCT 25 2000 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.
Allyson V. Bales Clerk