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LSFR 283 PAGE 237

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CLERK OF CIRCUIT COURT
KENT COUNTY

DGS File No. 14-07-87-07B

'89 OCT 17 PM 2 59

THIS DEED OF EASEMENT

RECD FEE 32.00
POSTAGE .50

made this 1st day of September, 1989 by and between RICHARD WALTON BLOHM and BARBARA HATHAWAY BLOHM, his wife, "GRANTORS"; PEOPLES BANK OF KENT COUNTY, (MORTGAGEE); and the STATE OF MARYLAND, to the use of the Maryland Agricultural Land Preservation Foundation of the Department of Agriculture, "GRANTEE", and containing covenants intended to be real covenants running with the land.

WITNESSETH:

WHEREAS, Title 2 of Subtitle 3 of the Agriculture Article, Maryland Annotated Code, created the Maryland Agricultural Land Preservation Foundation for the purpose of preserving agricultural land and woodland; and

WHEREAS, by authority of Agricultural Article, Section 2-504(3), Maryland Annotated Code, the Grantee may purchase agricultural preservation easements to restrict land to agricultural use; and

WHEREAS, the Grantors own the hereinafter described tract or parcel of land located in an agricultural preservation district established pursuant to Agricultural Article Section 2-509, Maryland Annotated Code, and desire to sell an agricultural preservation easement to the Grantee to restrict the land to agricultural use.

NOW, THEREFORE, in consideration of the sum of FORTY ONE THOUSAND SIX HUNDRED DOLLARS (\$41,600.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors for themselves, their heirs, personal representatives and assigns, do grant and convey, to the State of Maryland, for the use of the Grantee, its successors and assigns, an agricultural preservation easement in, on and over the hereinafter described tract or parcel of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, and as more particularly described in accordance with a

survey dated January, 1989 performed by William R. Nuttle, Professional Land Surveyor, as follows:

BEGINNING for the same at a point in the center of the paving at the southeast end of Johnsontown Road, said point being a corner for the herein described lands, the lands of Marian Grieb, and the lands of George F. Johnson; and running thence, by and with said Grieb lands and with the lands of William C. Grieb, et al S 27°54'20" W - 26.69' to an iron pipe and S 27°54'20" W - 2008.43' to a large stone; thence, still by and with said William Grieb lands S 85°52'40" W - 703.95' to a concrete marker, N 75°58'20" W - 92.54' to a concrete marker, and N 75°58'20" W - 3' to the mean high waters of the Chester River; thence, by and with the mean high waters of said river the four following courses and distances: (1) N 26°25'10" E - 134.93', (2) N 08°50'40" W - 144.82', (3) N 08°03' W - 163.51' and (4) N 20°57'40" W - 69.64' to the lands of Ogden W. Kellogg-Smith; thence, by and with said Kellogg-Smith lands the six following courses and distances: (1) N 46°17'20" E - 39.01' to a concrete monument, (2) N 46°17'20" E - 2140.79' to a concrete monument, (3) N 46°17'20" E - 15.00' to a point in the centerline of the old Johnsontown Road but southwest of the present center of paving, (4) N 44°22' W - 175.00', (5) N 43°36'40" E - 40.00' to an iron pipe, and (6) N 43°36'40" E - 2178.74' to an iron pipe and the lands of Marcie L. Goldberg; thence, by and with said Goldberg lands S 38°12'20" E - 797.28' to a concrete monument and the lands of William H. Frederick; thence, by and with said Frederick lands S 69°12'50" W - 710.68' to a concrete monument, S 59°30'30" W - 1055.37' to a concrete monument, and S 20°22'50" W - 286.94' to a concrete monument, and the lands of George F. Johnson; thence, by and with said Johnson lands S 27°02'30" W - 396.09' to an iron pipe and S 27°02'30" W - 26.85' to the place of beginning. Containing in all 55.513 acres of land, more or less.

Subject to the right-of-way of Johnsontown Road, 50' wide,

BEING the same lands which by Deed dated February 28, 1967 and recorded among the Land Records of Kent County in Liber E.H.P. 21 Folio 697 were granted and conveyed by Margaret S. Kellogg-Smith unto Barbara Hathaway Blum and Richard Walton Blum, her husband.

AND the Grantors covenant for and on the behalf of themselves, their heirs, personal representatives, successors and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts set forth, it being the intention of the parties that the said land shall be preserved solely for agricultural use in accordance with the provisions of Agriculture Article, Title 2, Subtitle 5, Maryland Annotated Code, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the above described land and are to be deemed and construed as real covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

A. Subject to the reservations hereinafter contained, the Grantors covenant, grant, and relinquish the following rights:

- 1) (a) The right to develop or subdivide the above described land for industrial, commercial, or residential use or purpose; provided, however,

the Grantors reserve as a personal covenant only and one not intended to run with the land, the right to convey one acre or less upon written application to the Grantee, to themselves or to each of their children for the purpose of constructing a dwelling for his or that child's personal use; however, the Grantors may not convey more than 1 acre or less at a maximum density of not more than 1 acre for each 20 acres or portion thereof, not to exceed 10 lots of one acre or less, on the land herein described; the Grantors shall pay the Grantee for the release of the easement or for the benefit of conveying, free of the easement restrictions at the price per acre that the Grantee paid the Grantors for the grant of easement; and the further right to construct, subject to the approval of the Grantee, houses for tenants fully engaged in the operation of the farm provided such construction does not exceed one tenant house for each 100 acres. The land on which a tenant house is constructed may not be subdivided or conveyed to any persons. In addition, the tenant house may not be conveyed separately from the original parcel. The Grantors shall notify the Grantee if the land is subdivided to permit the Grantee to determine whether such subdivision violates any of the covenants, conditions, limitations or restrictions contained herein;

(b) The right to subdivide the above described land for any purpose except upon written approval of the Grantee;

(c) The right to transfer any and all development rights from the above-described parcel to other areas, or to other persons, or to other entities, or to political subdivisions.

(d) Before any conveyance is made pursuant to paragraph (1)(a) above, Grantors shall agree with the Grantee not to subdivide any land conveyed. This agreement shall be recorded among the above. Grantors shall agree with the Grantee not to subdivide any land conveyed. This agreement shall be recorded among the land records where the land is located and shall bind all future owners; and

(e) On request to the Grantee, the Grantors may exclude from the easement restrictions 1 acre per each single dwelling, which existed at the time of the sale of the easements by a land survey and re-ordination provided at the expense of the owner. However, before any exclusion is granted, the Grantors shall agree with the Grantee not to subdivide each acre excluded. This agreement shall be recorded among the land records where the land is located and shall bind all future owners.

(2) The right to erect, display, place or maintain signs, billboards, or outdoor advertising displays on the land herein described; provided, however, the Grantors reserve the right to erect signs not exceeding 4 feet X 4 feet for each of the following purposes:

(a) To state the name of the property and the name and address of the occupant;

(b) To advertise any home or ancillary occupation consistent with the purposes of this easement subject to the approval of the Grantee; and

(c) To advertise the property's sale or rental.

(3) The right to dump ashes, sawdust, bark, trash, rubbish or any other material; provided, however, the Grantors reserve the right to dump any material which is for regular agricultural use. The Grantors reserve the right to use the above described land for any farm use, and to carry on all normal farming practices, including the operation at any time of any machinery used in farm production or the primary processing of any agricultural operation the right to conduct upon the said land any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on the said above described land; and all other rights and privileges not hereby relinquished, including their right of privacy.

B. And the parties, for themselves, their heirs, personal representatives, successors and assigns, further covenant and agree as follows:

(1) The Grantors shall manage the above described land in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; and shall manage any woodland in accordance with sound forestry practices; however, the Grantors reserve the right to selectively cut or clear cut from time to time trees which will not alter the agricultural character of the land or diminish its productive capability.

(2) The Grantors shall implement all soil conservation and water quality practices that are contained within a soil conservation plan approved by the local soil conservation district, made or revised within the last ten years of the date of the application to sell an easement, which lists all soil conservation and water quality problem areas on the land. The plan shall be

implemented according to the schedule of implementation contained within the plan which exists at the time of easement settlement. Revisions to the schedule of implementation may be made as approved by the Board of Supervisors of the local soil conservation district, however, the plan shall be fully implemented within ten years of the easement settlement date. Exceptions may be considered by the Grantee on a case by case basis.

(3) The Grantee or its authorized representative shall have the right to enter on the above described land from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained; provided, however, that the Grantee shall have no right to inspect the interior of any structures on the above described land.

(4) That if the easement or any covenant, condition, limitation or restrictions herein contained is violated or breached, the Grantee may after due notice to the Grantors, their heirs, personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above described land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.

(5) If the Grantors have any doubt concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said land, he may submit a written request to the Grantee for consideration and approval of such use.

(6) That this easement does not grant the public any right of access or any right of use of the above described land.

(7) That nothing herein contained shall relieve the Grantors, their heirs, personal representatives, successors or assigns of the obligation to pay real estate taxes.

(8) That this easement shall be in perpetuity, or for so long as profitable farming is feasible on the Grantors' land and may be released only by the Grantee as provided by Agricultural Article Section 2-514, Md. Ann. Code.

AND the Grantors further covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby

conveyed; that they will warrant specially the property interest hereby conveyed; and that they will execute such further assurances of the same as may be required.

The Peoples Bank of Kent County, Maryland, a body corporate, of the State of Maryland, hereby joins in the execution of this Deed of Easement for the sole purpose of agreeing to subordinate to this Deed of Easement and hereby does subordinate, their liens of mortgages from Grantors dated January 13, 1989 and April 13, 1989 and recorded among the aforesaid Land Records in Liber 271, Folio 439 and Liber 275, Folio 339, respectively.

AS WITNESS the hands and seals of the Grantors and the Mortgagee.

WITNESS:

[Signature] [Signature]
 Richard Walton Blohm, Grantor (SEAL)

[Signature] [Signature]
 Barbara Hathaway Blohm, Grantor

Peoples Bank of Kent County, Maryland
 Mortgagee:
[Signature]
 BY: Roy E. Owens, President (SEAL)

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

I HEREBY CERTIFY that, on this 1st day of September, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard Walton Blohm, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Kent TO WIT:

I HEREBY CERTIFY that, on this 1st day of September, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Barbara Hathaway Blohm, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Kent, TO WIT:

I HEREBY CERTIFY that, on this 1st day of September, 1989, before me, the subscriber, a Notary Public of the state and County aforesaid, personally appeared Roy E. Owens, who acknowledged himself to be the President of Peoples Bank of Kent County, Maryland, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself as President, and acknowledged the foregoing instrument to be the act and deed of the said Bank.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

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.

[Signature]
Robert S. Abrahams

10/1/89 THE FOREGOING Instrument FILED FOR RECORD
AND IS ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY AND IN
BOOK 283 NO. 283 FOLIO 243
PAUL H. GARDNER

FOR PART/REL SEE LIBER # MLM 73 FOLIO # 322
FOR PART/REL SEE LIBER # MLM 73 FOLIO # 327
FOR PART/REL SEE LIBER # MLM 73 FOLIO # 332