Bradford I Webb 2010 Bonnill Drive Rusterstown, MD 21134

U.S. Department of Agriculture Natural Resources Conservation Service

NRCS-LTP-30 01/2010

#### WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM

EASEMENT

NO. <u>66-3B1912011&</u>

66-3B1912019PJ

THIS WARRANTY EASEMENT DEED is made by and between <u>Jane</u> <u>Brittingham Graves</u> of 26731 Siloam Road Salisbury, MD 21801 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

#### Witnesseth:

<u>Purposes and Intent</u>. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Seventy Four Thousand Four Hundred Forty Three and 85/100 Dollars (\$74,443.85), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind

the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

<u>PART I.</u> Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

<u>PART II.</u> <u>Reservations in the Landowner on the Easement Area.</u> Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. <u>Title</u>. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. <u>Quiet Enjoyment</u>. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. <u>Control of Access</u>. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. <u>Subsurface Resources</u>. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

<u>PART III</u>. <u>Obligations of the Landowner</u>. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. <u>Prohibitions</u>. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
- 1. haying, mowing, or seed harvesting for any reason;
- 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
- 3. dumping refuse, wastes, sewage, or other debris;
- 4. harvesting wood products;
- 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
- diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
- 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
- 8. planting or harvesting any crop;
- 9. grazing or allowing livestock on the easement area;
- 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
- 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
- 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
- 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. <u>Fences</u>. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. <u>Use of water for easement purposes</u>. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. <u>Protection of water uses and water rights</u>. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. <u>Taxes</u>. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. <u>Reporting</u>. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. <u>Survival</u>. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

#### PART IV. Compatible Uses by the Landowner.

- A. <u>General</u>. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. <u>Limitations</u>. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

- PART V. Rights of the United States. The rights of the United States include:
  - A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
  - B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
  - C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
  - D. <u>Violations and Remedies Enforcement</u>. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
    - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

 To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

#### PART VI. General Provisions.

- A. <u>Successors in Interest</u>. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this day of, 2.014 .
Landowner(s):
By: Dritting ham Iraves  Jane Brittingham Graves
STATE OF Maryland ACKNOWLEDGMENT
COUNTY OF Anne Annell
On this 10th day of 144, before me, the undersigned, a Notary Public in and for said State personally appeared 140 billing han Gaves, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that spee executed the same as her free act and deed.

day and year first above written.

Residing at Anne Annald Carry, Wordend

My Commission Expires 7/7/2015

Signature Medda Helay Tours

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the



ACCEPTANCE BY GRANTE	CE:
authorized representative of the Resources Conservation Service	me), State Corevation's (title), being the duly United States Department of Agriculture, Natural e, do hereby accept this Conservation Easement Deed ties of the United States of America, Grantee.
Dated this 24th day of	The United States of America Jon F. Hall State Conservationist Natural Resources Conservation Service U.S. Department of Agriculture
STATE OF Manyland	ACKNOWLEDGMENT
COUNTY OF Anne Anud	el
On this A day of Public in and for said State person person(s) described in and who exhe executed the same as his free a	pally appeared Jon F. Hall, know or proved to me to be the secuted the foregoing instrument, and acknowledged that ct and deed.
day and year first above written.	EOF, I have hereunto set my hand and official seal the
Wichele Tille	Notary Public for the State of Handand
No roy Og	Notary Public for the State of Handand  Residing at Anne Anuace Coury, MD
20lic	My Commission Expires 7 7 2015
County that	Signature Mulela Way
CERTIFICATE OF PREPARA	TION C C C
This instrument has been prepared Natural Resources Conservation Sto this instrument  "I hereby certify that the subject matter of this document does not require the collection of taxes and the same may be transferred without further order of this office."  ANDREW G. MACKEL	The United States of America, acting through the service, U.S. Department of Agriculture, one of the parties  The United States of America  You F. Hall  State Conservationist  Natural Resources Conservation Service  U.S. Department of Agriculture
Director of Finance Wicomico County	open mont of Agriculture

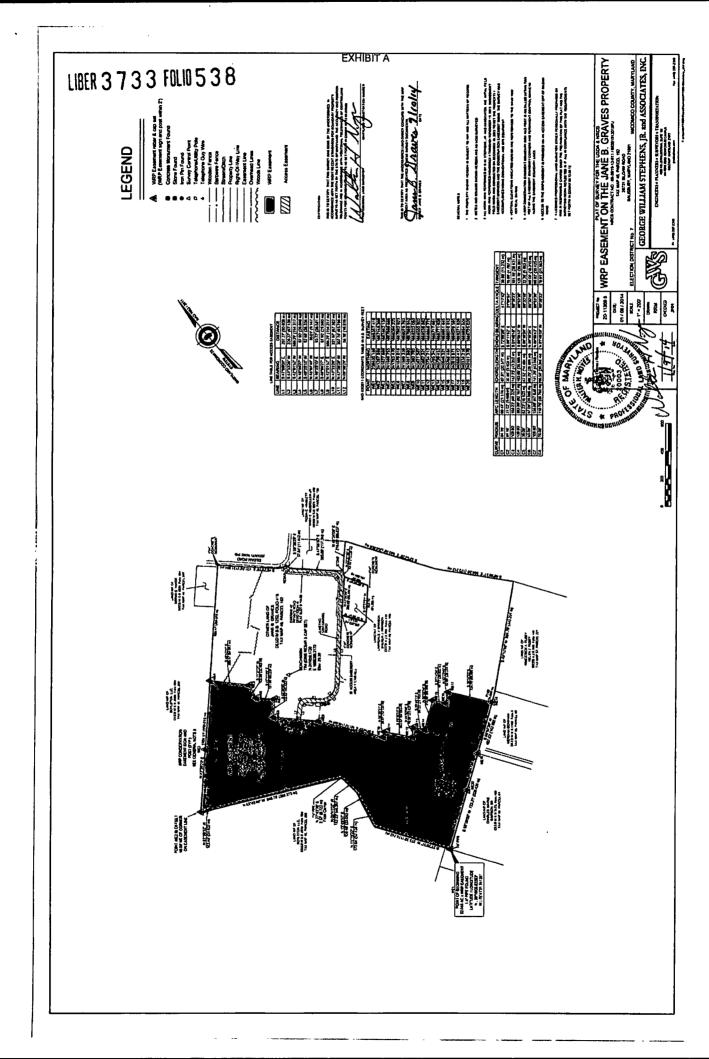
This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC. CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS 4692 MILLENNIUM DRIVE, SUITE 100, BELCAMP, MARYLAND 21017

#### Attachment A

Description of the "WRP Easement Area" Across the Lands of Jane B. Graves Tax Map 46, Parcel 192 26731 Siloam Road in Salisbury, Maryland 21801 Seventh Election District Wicomico County, Maryland

BEGINNING for the same at a 1½" iron pipe found on the southwestern most corner of the lands conveyed from William B. Disharoon ET AL. to Jane Brittingham Graves, by deed dated May 2, 1991 and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. 1252, Folio 416, said 1½" iron pipe being at the beginning of the eleventh or North 23°17'38" West 573.30 foot line of said deed, and also being the southwestern most corner of the land shown on a plat entitled, "Property Survey For Robert & Jane Graves" with a recordation date of May 15, 1991 and recorded among the Land Records of Wicomico County, Maryland, in Plat Book M.S.B. 9, Slot 114, Page 456, thence from the Point Of Beginning so fixed and running the center of a ditch, with all bearings contained herein referred to the Maryland Coordinate System (NAD 83 / 2011) as now surveyed by George William Stephens, Jr. and Associates, Inc., the following six courses and distances, viz:

- 1). North 33°29'37" West 573.30 feet,
- 2). North 11°19'22" East 172.04 feet,
- 3). North 13°49'57" East 108.48 feet,
- 4). North 05°41'02" East 152.22 feet.
- 5). North 63°45'49" West 945.78 feet and
- 6). North 67°55'32" West 103.45 feet thence leaving said ditch and still binding on said plat,
- North 43°35'23" East passing over a WRP Easement pin and cap set at 10.00 feet and 510.00 feet
  respectively in all 965.07 feet to a WRP Easement pin and cap set, thence leaving said plat and running
  in, over and through the lands of Jane B. Graves for new lines of easement the fourteen following
  courses and distances, viz;
- 8). South 43°43'51" East 285.47 feet to a WRP Easement pin and cap set,
- 9). South 11°31'37" West 106.60 feet to a WRP Easement pin and cap set,
- 10). South 47°11'55" East 131.99 feet to a WRP Easement pin and cap set,
- 11). South 42°39'05" West 132.62 feet to a WRP Easement pin and cap set,
- 12). South 45°07'44" East 327.56 feet to a WRP Easement pin and cap set,
- 13). South 36°06'23" East 481.72 feet to a WRP Easement pin and cap set,
- 14). North 58°28'51" East 39.81 feet to a WRP Easement pin and cap set,
- 15). South 39°16'51" East 203.62 feet to a WRP Easement pin and cap set,

- LIBER  $3\,7\,3\,3\,$  FOLIO  $5\,4\,0\,$  East 70.30 feet to a WRP Easement pin and cap set,
  - 17). South 39°48'13" East 84.33 feet to a WRP Easement pin and cap set,
  - 18). North 55°02'14" East 219.65 feet to a WRP Easement pin and cap set,
  - 19). South 37°14'24" East 97.77 feet to a WRP Easement pin and cap set,
  - 20). North 52°29'40" East 82.92 feet to a WRP Easement pin and cap set and
  - 21). South 36°57'02" East 324.79 feet to a WRP Easement pin and cap set intersecting the ninth or South 65°19'25" West 467.83 foot line of said above mentioned deed at a distance of 81.03 feet from the beginning thereof, thence binding on said tract outline the two following courses and distances,
  - 22). South 55°07'26" West 386.80 feet to a WRP Easement pin and cap set and
  - 23). South 55°39'00" East passing over a WRP Easement pin and cap set at 277.97 feet in all 723.21 feet to the point of beginning.

CONTAINING 32.045 acres, more or less.

BEING part of that parcel of land conveyed to Jane Brittingham Graves, by deed dated May 2, 1991 and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. 1252, Folio 416.

A LICENSED SURVEYOR in the State of Maryland was in responsible charge over the preparation and surveying work reflected in this description, all in compliance with the requirements set forth in Title 09.13.06.12 Regulations.



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC. CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS 4692 MILLENNIUM ROAD, SUITE 100, BELCAMP, MARYLAND 21017

#### Attachment B

Description of the "WRP Access Easement" (30.00 Feet Wide) Across the Lands of Jane B. Graves Tax Map 25, Parcel 1 26731 Siloam Road in Salisbury, Maryland 21801 Seventh Election District Wicomico County, Maryland

BEGINNING for the same at a point at the beginning of the third or South 01°33'30" West 37.54 foot line of a deed from William B. Disharoon ET AL. to Jane Brittingham Graves, dated May 2, 1991 and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. 1252, Folio 416, said point also as shown on a plat entitled, ""Property Survey For Robert & Jane Graves" with a recordation date of May 15, 1991 and recorded among the Land Records of Wicomico County, Maryland, in Plat Book M.S.B. 9, Slot 114, Page 456, thence binding on all of the third and part of the fourth line of said deed with all bearings contained herein referred to the Maryland Coordinate System (NAD 83 / 2011) as now surveyed by George William Stephens, Jr. and Associates, Inc., the following two courses and distances,

- 1). South 08°38'29" East 37.54 feet and
- 2). South 47°06'00" East 297.27 feet to point of curvature, thence leaving said fourth line and running in over and through the Lands of Jane B. Graves for new lines of easement,
- 3). Southeasterly by a curve to the right, having a radius of 100.00 feet and a length of 158.23 feet, said curve being subtended by a chord bearing of South 01°46'18" East 142.23 feet to a point of tangency said point also being located on the first or South 52°30' West 280.00 foot line at a distance of 59.73 feet from the beginning thereof as described in a deed from David S. Jones ET UX. To Lawrence Joseph Brinson ET UX. dated May 26, 1976 and recorded in the land Records of Wicomico County, Maryland in Deed Book A.J.S. 856, Folio 430, thence binding on said first line
- 4). South 43°33'26" West 220.27 feet to a 4'x4' concrete monument found, thence leaving said first line and running in, over and through the land of the grantor for new lines of easement the following five courses and distances, viz:
- 5). South 42°01'52" West 506.29 feet to point of curvature,
- 6). Southwesterly by a tangent curve to the right, having a radius of 130.00 feet and a length of 203.96', said curve being subtended by a chord bearing of South 86°58'43" West 183.68 feet to a point of tangency,
- 7). North 48°04'27" West 97.90 feet to a point of curvature,
- 8). Southwesterly by a tangent curve to the left, having a radius of 35.00 feet and a length of 52.23', said curve being subtended by a chord bearing of South 89°10'24" West 47.52 feet to a point of tangency and

- 9). South 46°25'15" West 92.96 feet to the northerly outline of a WRP Easement on the land of the herein B grantor, thence binding thereon,
- 10). North 45°07'44" West 30.01 feet, thence leaving said WRP Easement and continuing in over and through the lands of the grantor 30.00 feet distant and parallel to the first nine lines described herein, the following nine courses and distances, viz:
- 11). North 46°25'15" East 93.77 feet to point of curvature,
- 12). Northeasterly by a curve to the right, having a radius of 65.00 feet and a length of 97.00 feet, said curve being subtended by a chord bearing of North 89°10'24" East 88.25 feet to point of tangency,
- 13). South 48°04'27" East 97.90 feet to a point of curvature,
- 14). Northeasterly by a curve to the left, having a radius of 100.00 feet and a length of 156.89 feet, said curve being subtended by a chord bearing of North 86°58'43" East 141.29 feet to a point of tangency,
- 15). North 42°01'52" East 506.29 feet,
- 16). North 43°33'26" East 221.07 feet to a point of curvature,
- 17). Northwesterly by a curve to the left, having a radius of 70.00 feet and a length of 110.76 feet, said curve being subtended by a chord bearing of North 01°46'18" West 99.56 feet to a point of tangency,
- 18). North 47°06'00" West 307.74 feet and
- 19). North 08°38'29" West 55.18 feet to intersect the second or southeasterly curve to the left line having a radius of 84.16 feet and a length of 69.47 feet at an arc distance of 38.45 feet from the beginning thereof as described in the above first mentioned deed, thence binding thereon,
- 20). Southeasterly along a curve to the left, having a radius of 84.16 feet and a length of 31.02, said curve being subtended by a chord bearing South 85°11'52" East 30.85 feet to the point of beginning.

CONTAINING 1.140 acres, more or less.

BEING part of that parcel of land conveyed to Jane Brittingham Graves, dated May 2, 1991 and recorded among the Land Records of Wicomico County, Maryland in Liber M.S.B. 1252, Folio 416.

A LICENSED SURVEYOR in the State of Maryland was in responsible charge over the preparation and surveying work reflected in this description, all in compliance with the requirements set forth in Title 09.13.06.12 Regulations.

Regulations.

410-279-2340 • FAX 410-297-2345 www.gwstephens.com

# **EXHIBIT C**

Not Applicable

# EXHIBIT D

# Not Applicable

# **EXHIBIT E**

Not Applicable

#### **DOCUMENT VALIDATION**

Mark S. Bowen, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

LR - Deed (No-Taxes) Recording Fee 75.00 Grantor/Grantee Name: graves/usa Reference/Control #: 3733/528 LR - Deed (No-Taxes) Surcharge 40.00 \_\_\_\_ 115.00 SubTotal: Total: 175.00 07/29/2014 12:04 CC22-TC #3096959 CC0103 -Wicomico County/CC01.03.01 -

Register 01

Received for Record JUL **2 9** 2014 and Recorded in the Land Records of Wicomico County, Maryland in Liber M.S.B.

No. 3733 Folios 528 - 546

Mark S. Bowen Clerk

#### State of Maryland Land Instrument Intake Sheet

LIBER 3733 FOLIO 547

| | Baltimore City [ X | County: Wicomico Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only. (Type or Print in Black Ink Only All Copies Must Be Legible) ( | | Check Box if Addendum Intake Form is Attached.) Type(s) Other Deed Mortgage Other of Instruments Easement Deed Subordination Deed of Trust Lease 2 Unimproved Sale Multiple X | Improved Sale 2 Conveyance Not an Arms-Arms-Length [1] Arms-Length [2] Arms Length [3] Length Sale [9] Check Box 3 **Tax Exemptions** Recordation ection 12-108 (a)(1)(i) of the Tax Property Article of the Annotated Code of Maryland from transfer Tax pursuant to Section 13-207 (a)(1) of the Tax State Transfer (if Applicable) Property Article of the Annotated Code of Cite or Explain Authority **County Transfer** Maryland Finance Office Use Only 4 Consideration Amount Purchase Price/Consideration 74,443.85 Transfer and Recordation Tax Consideration S Consideration Any New Mortgage .00 Transfer Tax Consideration \$ \$ \$ ) % \$ and Tax Balance of Existing Mortgage x ( **Calculations** \$ Less Exemption Amount \$ \$ Total Transfer Tax Recordation Tax Consideration S \$ Other: ) per \$500 \$ Full Cash Value 74,443,85 TOTAL DUE \$ S .. Printed 02/24/2020. Doc. 2 **Amount of Fees** Doc. 1 Agent: 75.00 \$ 20.00 \$ Recording Charge 40.00 Tax Bill: Fees \$ 40.00 S Surcharge State Recordation Tax \$ 0.00 \$ C.B. Credit: \$ State Transfer Tax \$ 0.00 \$ County Transfer Tax S 0.00 Ag. Tax/Other: Other S S 3805. Date available 08/01/2014. \$ Other S 6 Grantor Liber/Folio Parcel No. Var. LOG District Property Tax ID No.(1) Map **Description of** 07 07-002319 1252/416 [ ] (5) **Property** Subdivision Name Lot (3a) Block(3b) | Sect/AR(3c) Plat Ref. SqFt/Acreage(4) SDAT requires Location/Address of Property Being Conveyed (2) submission of all 26731 Siloam Road, Eden, MD 21822 applicable information Other Property Identifiers (if applicable) Water Meter Account No. A maximum of 40 characters will be indexed in accordance Residential [X] or Non-Residential [] Amount: \$N/A Fee Simple [X] or Ground Rent [ ] with the priority cited in Partial Conveyance? [ | Yes | X | No Description/Amt. of SqFt/Acreage Transferred: Real Property Article Section 3-104(g)(3)(i) If Partial Conveyance, List Improvements Conveyed: N/A , MSA\_CE100\_, Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) Jane Brittingham Graves **Transferred** From Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) **8 8** Doc. 2 - Grantee(s) Name(s) Doc. 1 - Grantee(s) Name(s) **USDA Transferred** To New Owner's (Grantee) Mailing Address Maryland State Office, 339 Busch's Frontage Rd., Ste. 301, Annapolis, MD 21409 Doc. 2 - Additional Names to be Indexed (Optional) 9 Doc. 1 - Additional Names to be Indexed (Optional) **Other Names** to Be Indexed WICOMICO COUNTY CIRCUIT COURT (Land Records) X Return to Contact Person **Instrument Submitted By or Contact Person** Name: Bradford I. Webb, Esquire Contact/Mail Bradford I. Webb, Esquire Hold for Pickup Firm: Information 2010 Bonhill Drive, Reisterstown, MD 21136 Address: 410-857-3222 Fax: 410-690-7487 Return Address Provided Phone: 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Yes X No Will the property being conveyed be the grantee's principal residence? Assessment Yes X No Does transfer include personal property? If yes, identify: Information Was property surveyed? If yes, attach copy of survey (if recorded, no copy required) Yes X No Assessment Use Only - Do Not Write Below This Line [ ] Terminal Verification [ ] Agricultural Verification [ ] Whole Transfer Number: Date Received: Deed Ref [ ] Tran. Process Verification Assigned Property No.: [ ] Part Deed Reference: Block Year Geo Map Sub Grid Plat Zoning Lot Land C/B Section Occ. Cd. Buildings Use Parcel Town Cd Total Ex. St Ex. Cd. YES NO REMARKS:

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