

Martin O'Malley
Governor

Anthony G. Brown
Lt. Governor



Margaret G. McHale
Chair

Ren Serey
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
www.dnr.state.md.us/criticalarea/

March 9, 2009

Mr. Steve Dodd
Dorchester County Planning and Zoning
County Office Building
P.O. Box 307
Cambridge, Maryland 21613

Re: Local case number 1184 – John Russell et. al.

Dear Mr. Dodd:

Thank you for forwarding revised information for the above-referenced subdivision request. The applicant proposes to subdivide one lot off of a larger 97.97 acres parcel. Lot 1 is proposed as 2.623 acres. Based on the information provided, I have these remaining comments:

1. Although the applicant has placed the appropriate acreage in reserve for density purposes, they have not provided a development rights summary table. We continue to request that this table be provided.
2. Although the applicant's letter of January 20, 2009 indicates that a Buffer Planting Plan has been provided, it was not submitted with the package. Please have the applicant provide this plan once it becomes available.
3. As of July 1, 2008, all of the requirements of State law apply to and must be applied by local governments. The applicant may choose to not use an easement on the remaining forested land; However, per COMAR 27.01.02.04.C3(c), "the remaining 80 percent shall be maintained through recorded restrictive covenants or similar instruments." Please have the applicant or the County demonstrate how this requirement is being met.

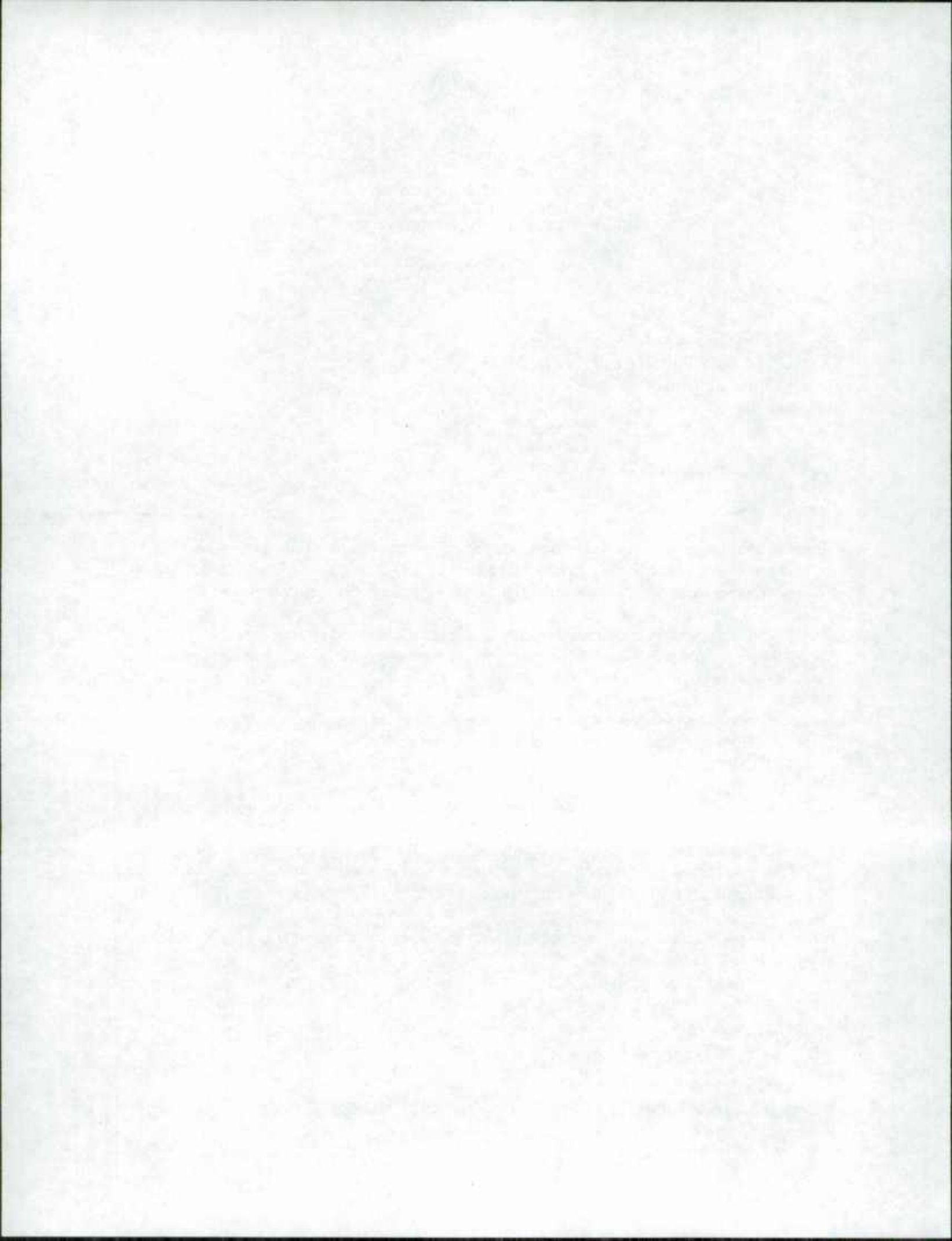
Please have these outstanding items forwarded to this office once completed. I can be reached at 410-260-3476 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Roberts", written over a horizontal line.

Julie Roberts
Natural Resources Planner

Cc: DC 308-08



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November 19, 2008

Mr. Steve Dodd
Dorchester County Planning and Zoning
County Office Building
P.O. Box 307
Cambridge, Maryland 21613

Re: Local case number 1184 – John Russell et. al.

Dear Mr. Dodd:

I have received the information for the above-referenced project. The applicant has submitted a request for a subdivision. It appears that originally an intrafamily transfer was requested but that as proposed, this request is only for subdivision. The parent parcel is 97.97 acres and is located in the Resource Conservation Area (RCA). Based on the information provided, I have the following comments:

1. The applicant is proposing to subdivide one lot, Lot 1, for a total of 2.623 acres. As the density for the RCA is 1 dwelling per 20 acres, the applicant must place the remaining 17.377 acres "in reserve." A note to this effect must be placed on the plat. We recommend that a development rights summary table also be provided for clarity.
2. The applicant has provided a letter from the Department of Natural Resources' Wildlife and Heritage Service (WHS) indicating that the Delmarva Fox Squirrel (DFS) is known to occur on or near the vicinity of this site. Any clearing must comply with the guidelines set forth in the July 15, 2008 letter from WHS. If clearing is proposed on the property, a Habitat Protection Plan will be necessary.
 - a. Please have the applicant amend Note 10 to reflect this information.
 - b. It is not clear whether clearing is proposed at this time.
 - c. This is an oblong lot and it appears that the area of Delmarva habitat is in the northern section of the parcel, while Lot 1 is in the southeastern section. Therefore, it appears from our records that this area may be outside of the DFS habitat.



- d. Documentation must be provided to this office prior to final plat approval that the U.S. Forest Service has been contacted and has no concerns with the proposed subdivision in regard to the Delmarva Fox Squirrels.
3. No topography or soil delineation information has been provided on the plat. The Buffer must be expanded for contiguous hydric, highly erodible soils, or for steep slopes. Please have the applicant include this information in the next submittal.
4. The applicant has indicated that 52% of the site is forested. Per COMAR 27.01.02.04, no more than 20% of any forest or developed woodland may be removed from forest use, except as provided in § C(4). Additionally, the remaining 80% of forest must be placed in a protective easement or restrictive covenant. Please have this information added to the plat in future submittals.
4. As is indicated on the plat, each new lot is limited to 15% lot coverage.
5. If not currently established on proposed Lot 1, the 100-foot Buffer must be planted in native species at the time of building permit, or preferably at the time of subdivision recordation. A Buffer Management Plan must be provided to County for review and comment in fulfillment of this requirement.
6. It is our understanding that the applicant submitted an application for subdivision prior to July 1, 2008. Please note that Ch. 119, 2008 Laws of Maryland at 765 contains provisions in regards to a new 200-foot Buffer which may be applicable to this subdivision. Under these provisions, a subdivision located in the RCA must provide a new 200-foot Buffer *unless* an application for subdivision was submitted before July 1, 2008 *and* is legally recorded by July 1, 2010. Should the applicant fail to have the subdivision plat recorded by the July 1, 2010 deadline, then a 200-foot Buffer will apply to this project. Please ensure that the applicant is aware of this requirement as stated in Chapter 119 of the 2008 Laws of Maryland.

Please forward the revised subdivision plat which addresses the issues identified above when it becomes available. I can be reached at 410-260-3476 with any questions.

Sincerely,



Julie Roberts
Natural Resources Planner

Cc: DC 308-08

Area under easement
does not fall under easement?

LIBERO 247 FOLIO 896

DEED OF CONSERVATION EASEMENT

REC FEE 43.00
TOTL 63.00
9241CMEV 63.00
02 01987 12-24 A3149

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement")

made this 16th day of December, 1987, by and between HAROLD E. SHEAR and ELIZABETH P. SHEAR ("Grantors"); and the MARYLAND ENVIRONMENTAL TRUST ("Grantee").

WITNESSETH:

WHEREAS the Maryland Environmental Trust is charitable in nature and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1974 Volume as amended), to conserve the natural and scenic qualities of the environment;

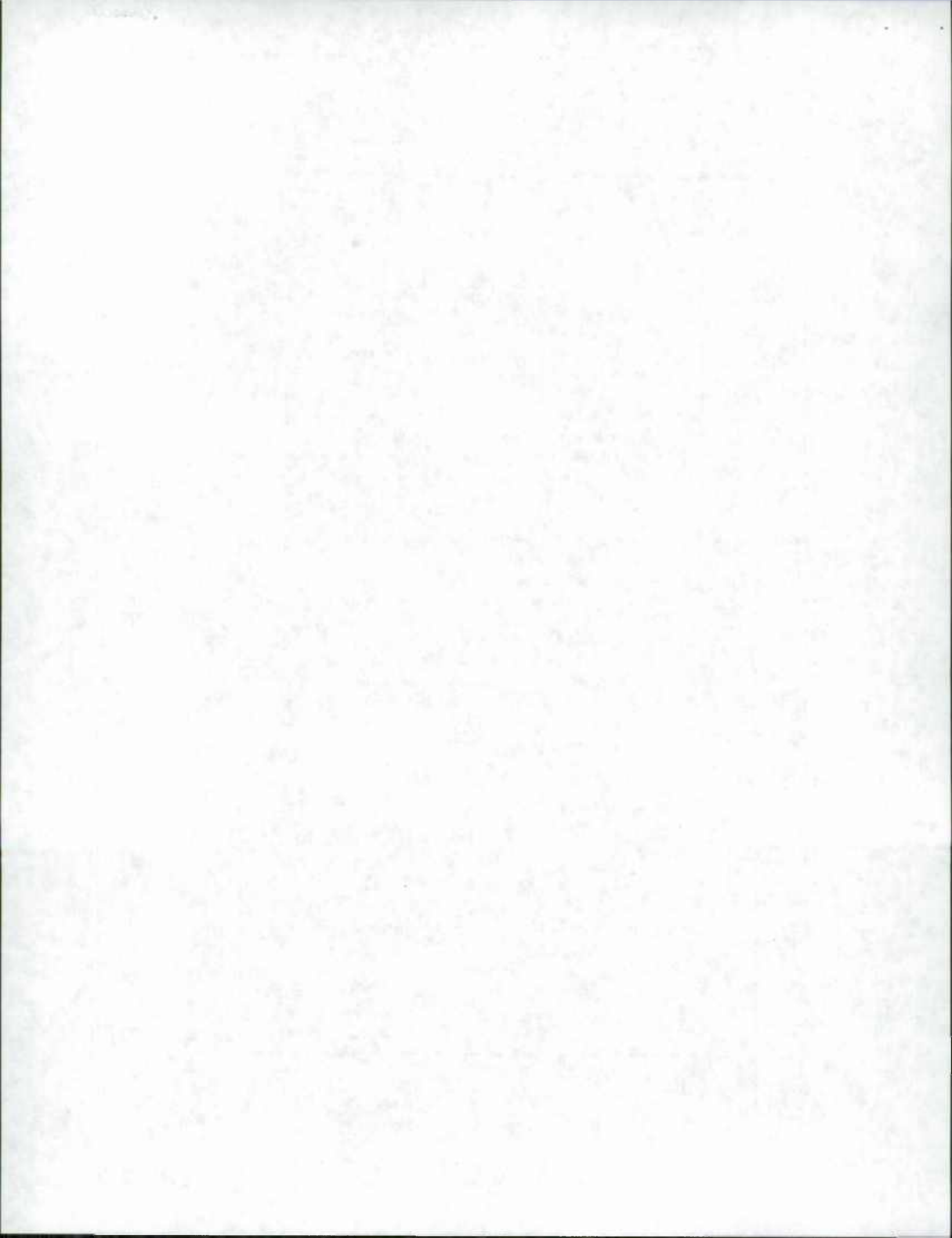
WHEREAS Grantors are the owners in fee simple of certain real property ("Property") hereinafter described, situate, lying and being in the Seventh Election District of Dorchester County, Maryland, and more particularly described in Exhibit A attached hereto;

WHEREAS the Property has open-space conservation value in its present state as a natural and rural area that has not been subject to development;

WHEREAS Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;

WHEREAS Grantors and Grantee recognize the environmental open-space value of the Property in its present state, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS Grantors and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing the use or development of the



Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;

WHEREAS Grantee is authorized by the laws of Maryland to accept, hold and administer conservation easements, and possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property.

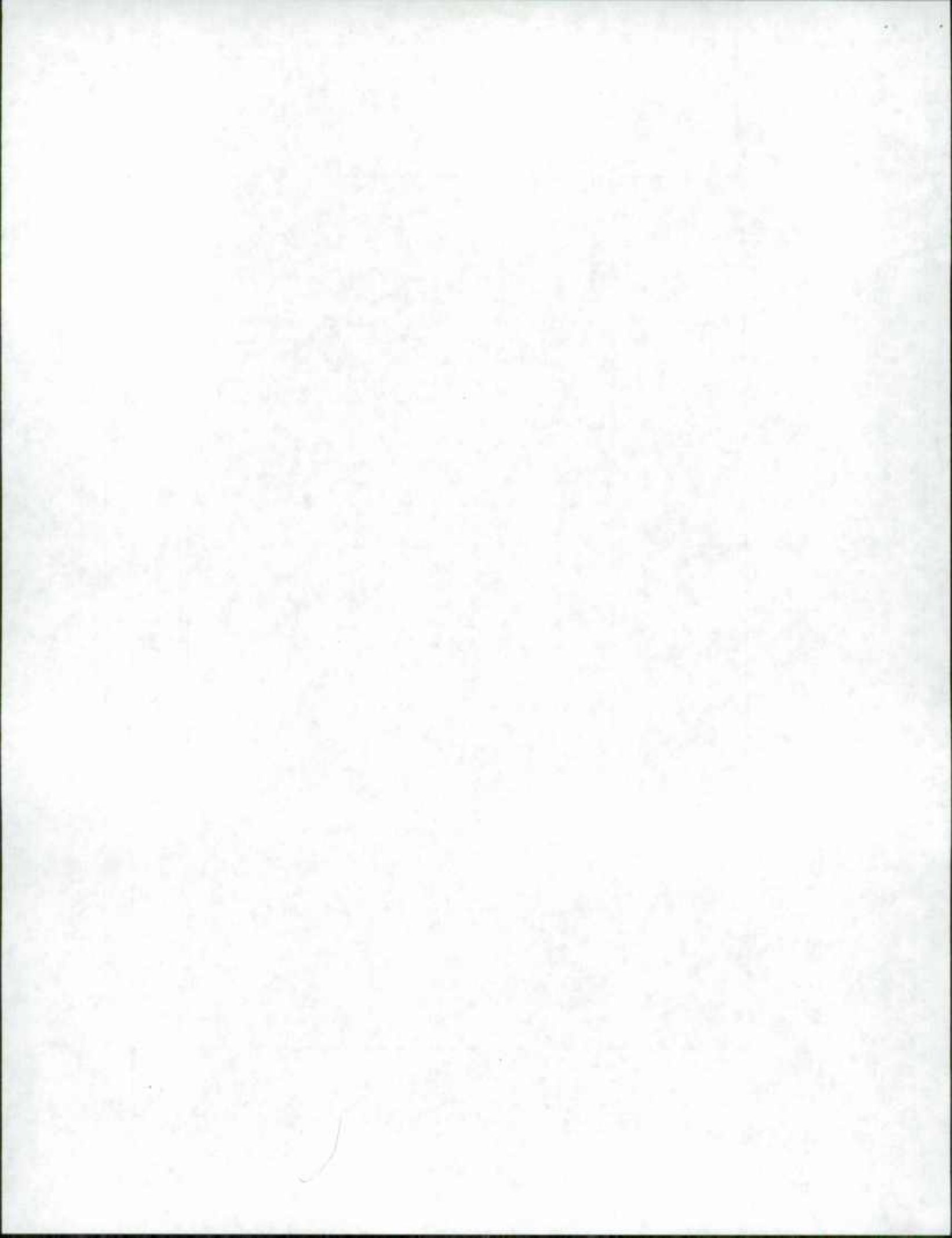
To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture, horticulture, fish and shellfish culture, and animal husbandry are prohibited on the Property, except for (1) such



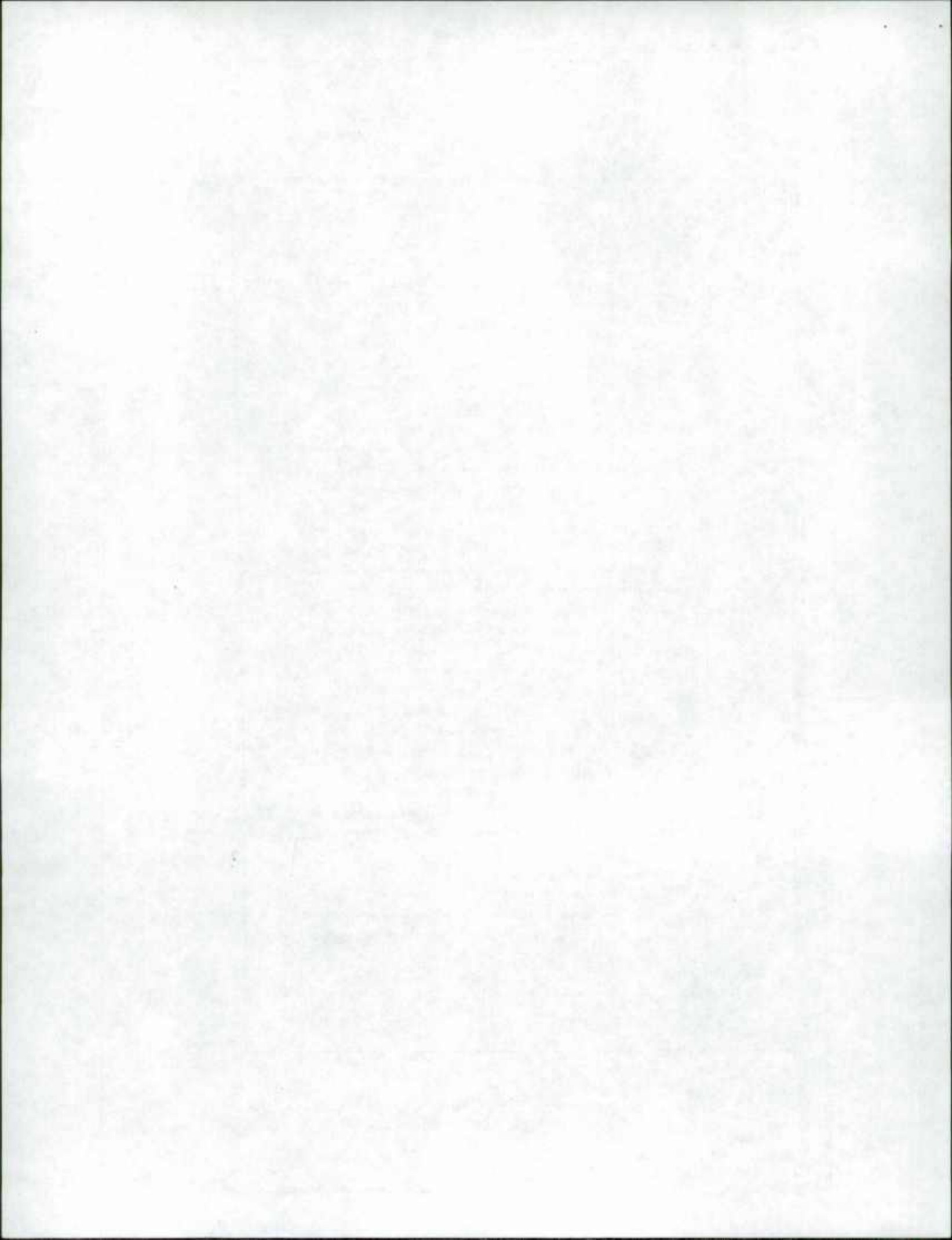
activities as can be conducted in existing or permitted structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture, forestry and other permitted products produced on the Property.

B. Display of billboards, signs or other advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; or (4) to advertise the sale of goods or services produced by permitted uses of the Property; provided that no sign or billboard on the Property shall exceed four feet by four feet.

C. Dumping of soil, trash, ashes, garbage, waste or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for agriculture, silviculture, fish and shellfish culture, and animal husbandry on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of permitted structures and accesses, including access to navigable water as may be permitted by the appropriate state or federal agency and in compliance with all relevant law and regulation.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combatting erosion or flooding, (2) for permitted uses on the Property, (3) for the construction and/or maintenance of permitted structures, homesites, accesses and wildlife habitat or (4) for the construction of farm ponds or impoundments for the management of fish and wildlife.

E. Management and harvesting of forests shall be in accordance with the Maryland Forest Practices Guidelines or selective cutting in furtherance of the permitted uses of the property, including the construction of permitted structures and accesses, the control of fire, the supply of firewood to residents of the property,



and the treatment or prevention of disease.

F. No building, facility or other structure shall be constructed on the Property after the date of recordation of this Conservation Easement, except that it is permitted:

(1) To construct accessory structures designed, constructed and utilized for the purpose of serving the permitted residences (e.g., garage, well house, swimming pool, pier, greenhouse, and tennis court);

(2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and other permitted uses of the Property;

(3) To replace all permitted structures with structures of similar size and purpose;

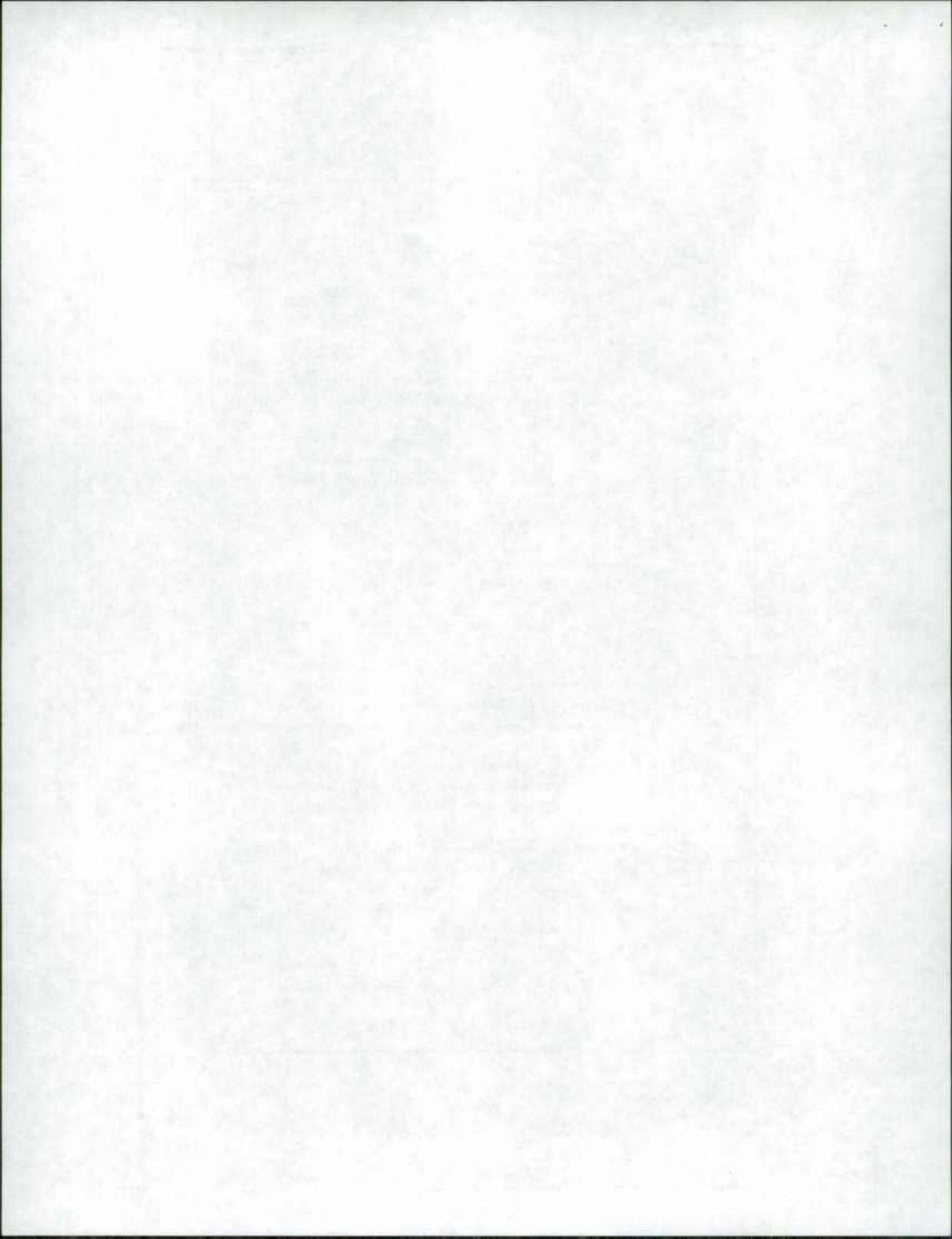
(4) To improve, repair, restore, alter, remodel, enlarge and maintain all structures permitted in this Article;

(5) To construct and maintain reasonable access to all permitted uses and structures; and

(6) To construct one additional single family residence.

The total number of residential structures (e.g., principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, seasonal cabins) on the Property shall never exceed two. The location of any replacement residential structure (if different from the location of the replaced structure), the conversion of any previously non-residential structure to a residential structure, and the location of a new access to a residential structure, shall be notified to Grantee and shall be subject to the prior written approval of the Grantee, which approval shall not be unreasonably withheld.

G. Grantors shall establish and maintain a vegetative buffer strip along Fishing Creek. There shall be no plowing, cultivation, logging, grazing of livestock or other disturbance of the land on the Property within fifty (50) feet of the mean high-water



line along Fishing Creek, except as may be necessary for (1) erosion control; (2) forest or wildlife management; (3) recreational water uses and associated structures; (4) hunting, fishing, or trapping; (5) access to the shore; (6) landscaping of permitted structures; and (7) fish and shellfish culture.

This buffer strip requirement shall not apply to the existing one acre field immediately northwest of the present residence.

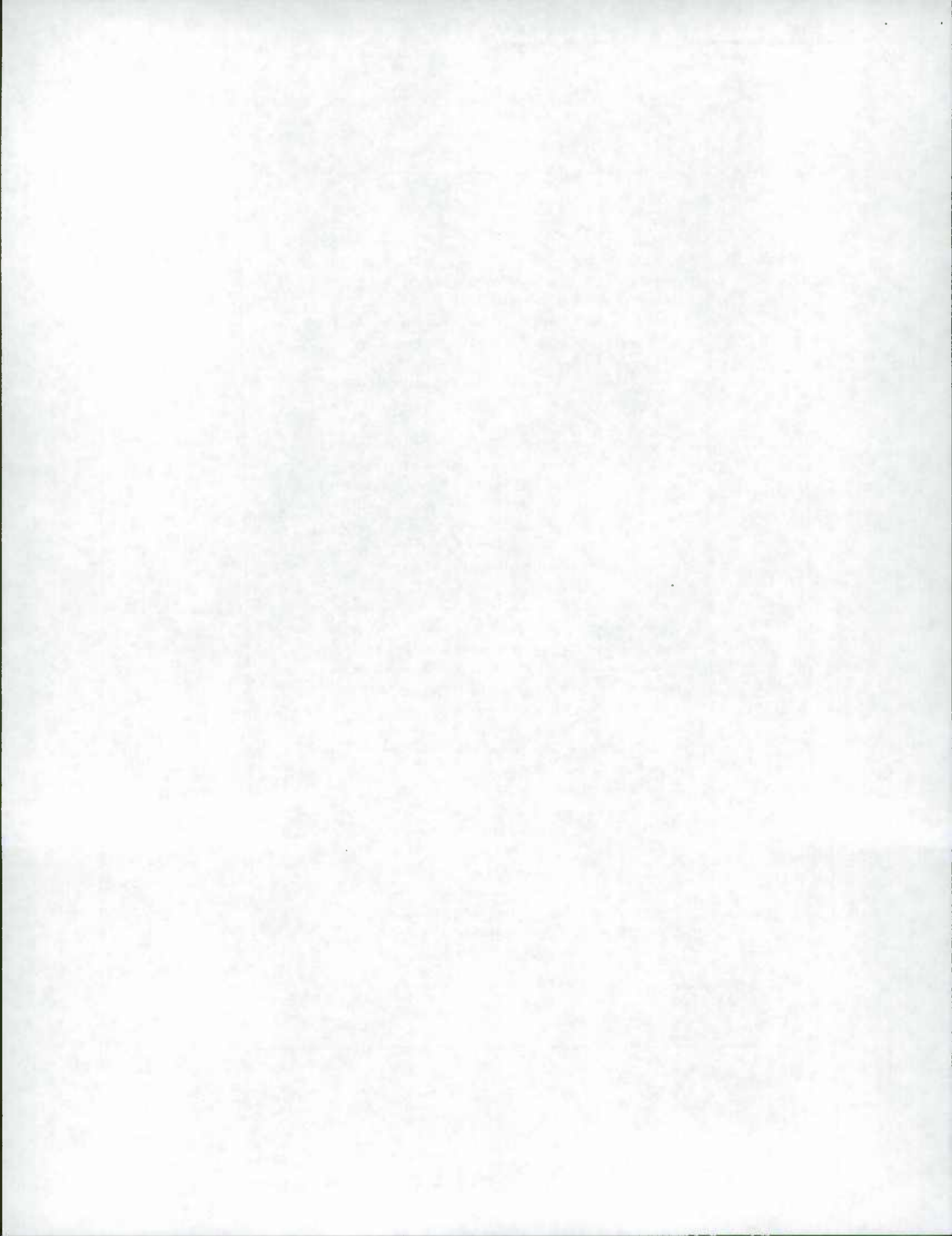
H. All rights reserved by or not prohibited to Grantors shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property. Grantor reserves the right to continue, and to leave to others the right to hunt, fish, or trap on the property, subject to restrictions imposed by relevant state and federal law and regulation.

I. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantors are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Grantors believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantors shall notify Grantee in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantee may, after reasonable notice to Grantors, exercise any or all of the following remedies:

- (1) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction; and
- (2) require that the Property be restored promptly to the condition required by this Conservation Easement.



Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantor's obligations under this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

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

C. Grantee, its successors and assigns, has the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors or their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

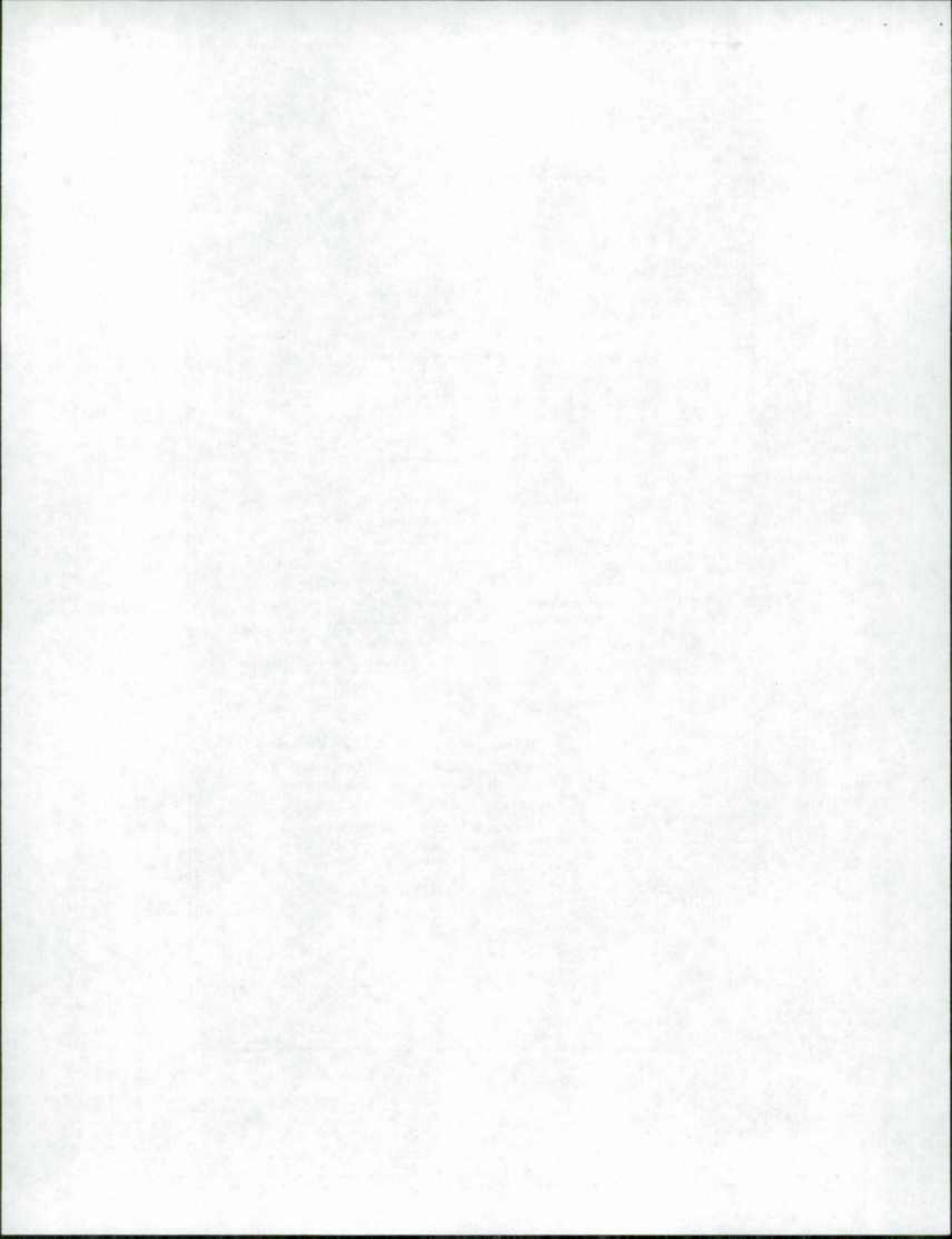
ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE V. EXHIBITS

The following exhibits accompany this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference shall be attached hereto and made a part hereof. Exhibit A consists of 2 pages.
- B. Exhibit B: Summary of Conservation Values shall be attached hereto and made a part hereof. Exhibit B consists of 2 pages.
- C. Exhibit C: Inventory of Existing Structures shall be attached hereto and made a part hereof. Exhibit C consists of 1 page.

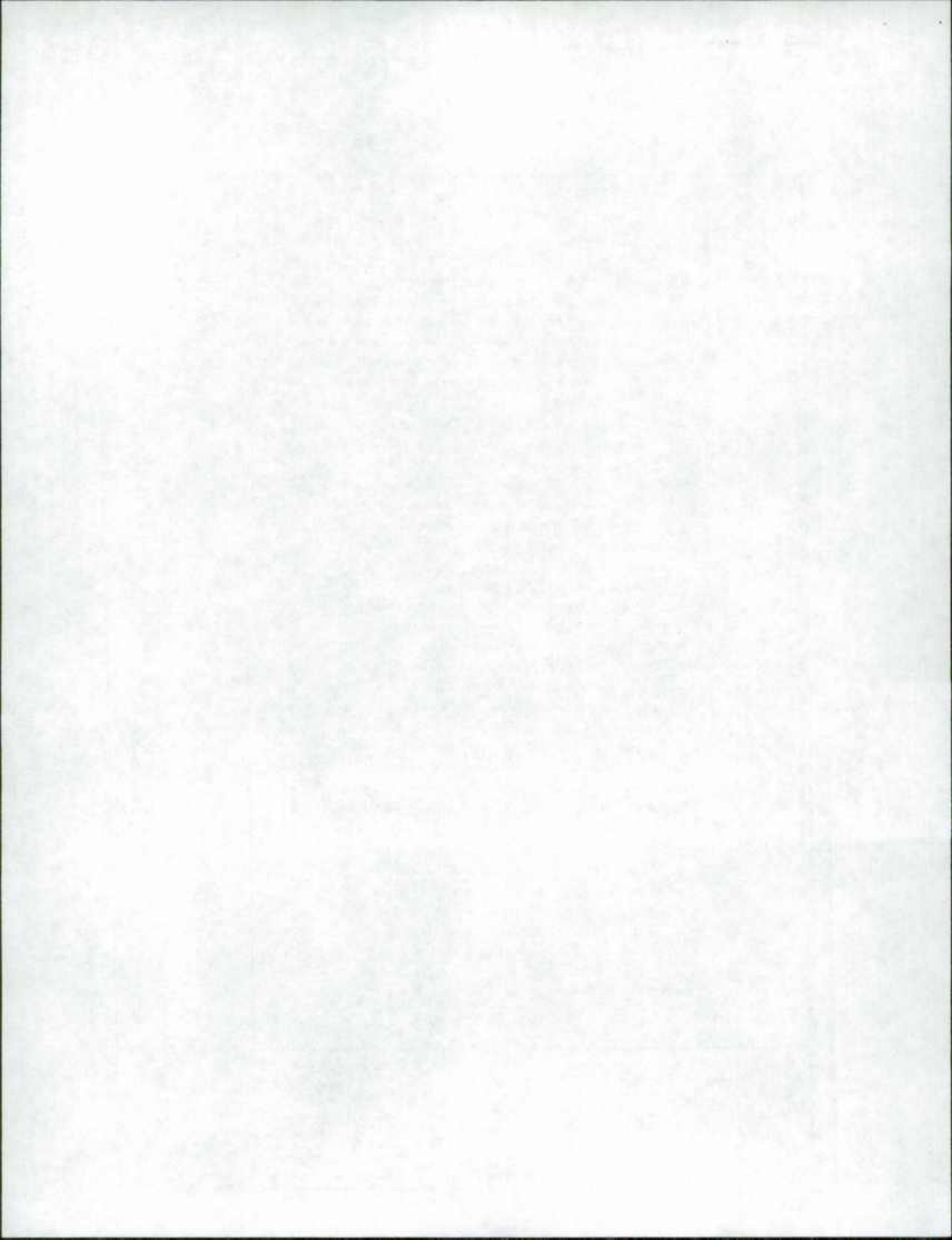


- D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers shall be kept on file at the principal office of the Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 38 color slides and 2 pages.
- E. Exhibit E: Annotated Aerial Photograph of the Property shall be kept on file at the principal office of Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of 1 page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Grantee may assign, upon prior written notification to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this



LIBERO 247 FOLIO 903
Liber 247 Folio 903

Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantors further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

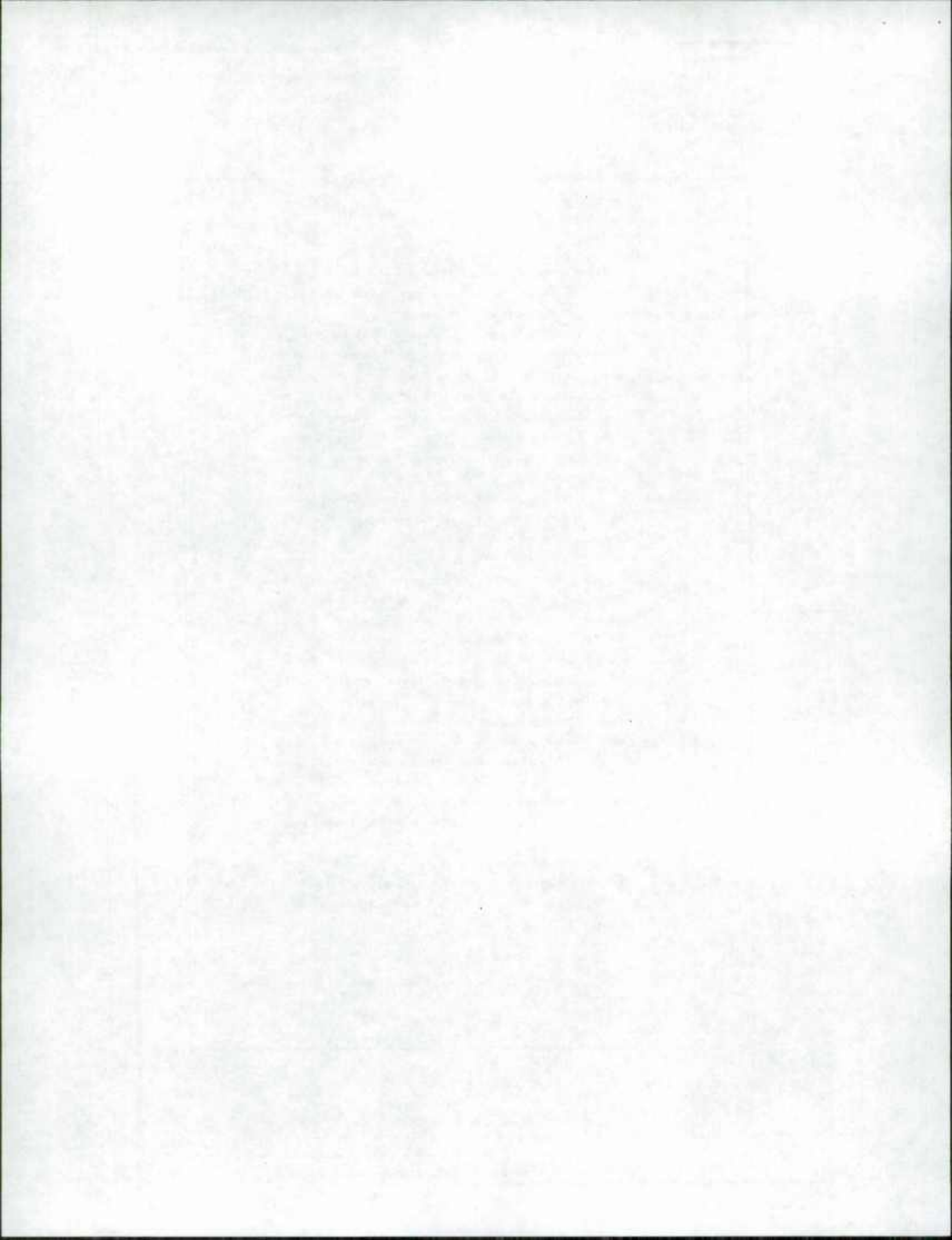
C. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the property as a whole.

E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the property.

G. Any notices by Grantors to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, Suite 700, 118 N. Howard Street, Baltimore, Maryland 21201, or to such other address as Grantee may establish in writing on notification to Grantors.



H. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantee mails notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the above described property.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

WITNESS:

GRANTORS:

Lyne C. Morgan

Harold E. Shear
Harold E. Shear

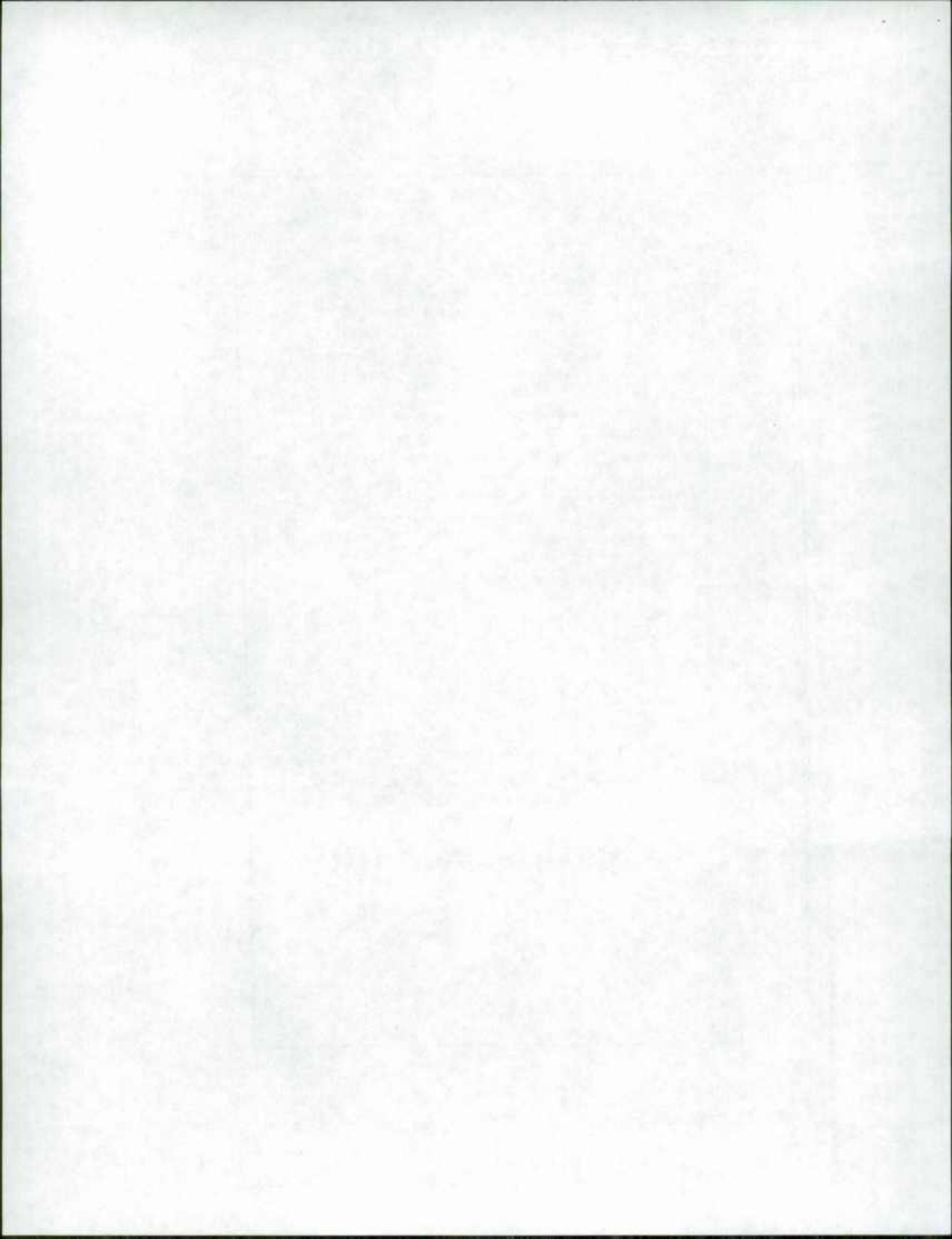
Fred W. Clark

Elizabeth P. Shear
Elizabeth P. Shear

STATE OF MARYLAND, County of Montgomery TO WIT:

I HEREBY CERTIFY, that on this 18th day of December 1987, before me the subscriber, a Notary Public of the State aforesaid, personally appeared HAROLD E. SHEAR and ELIZABETH P. SHEAR, known to me (or satisfactorily proven) to be the Grantors of the foregoing Deed of Conservation Easement and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

FRED D. CLARK
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991



LIBERD 2 4 7 FOLIO 905

WITNESS my hand and Notarial Seal.

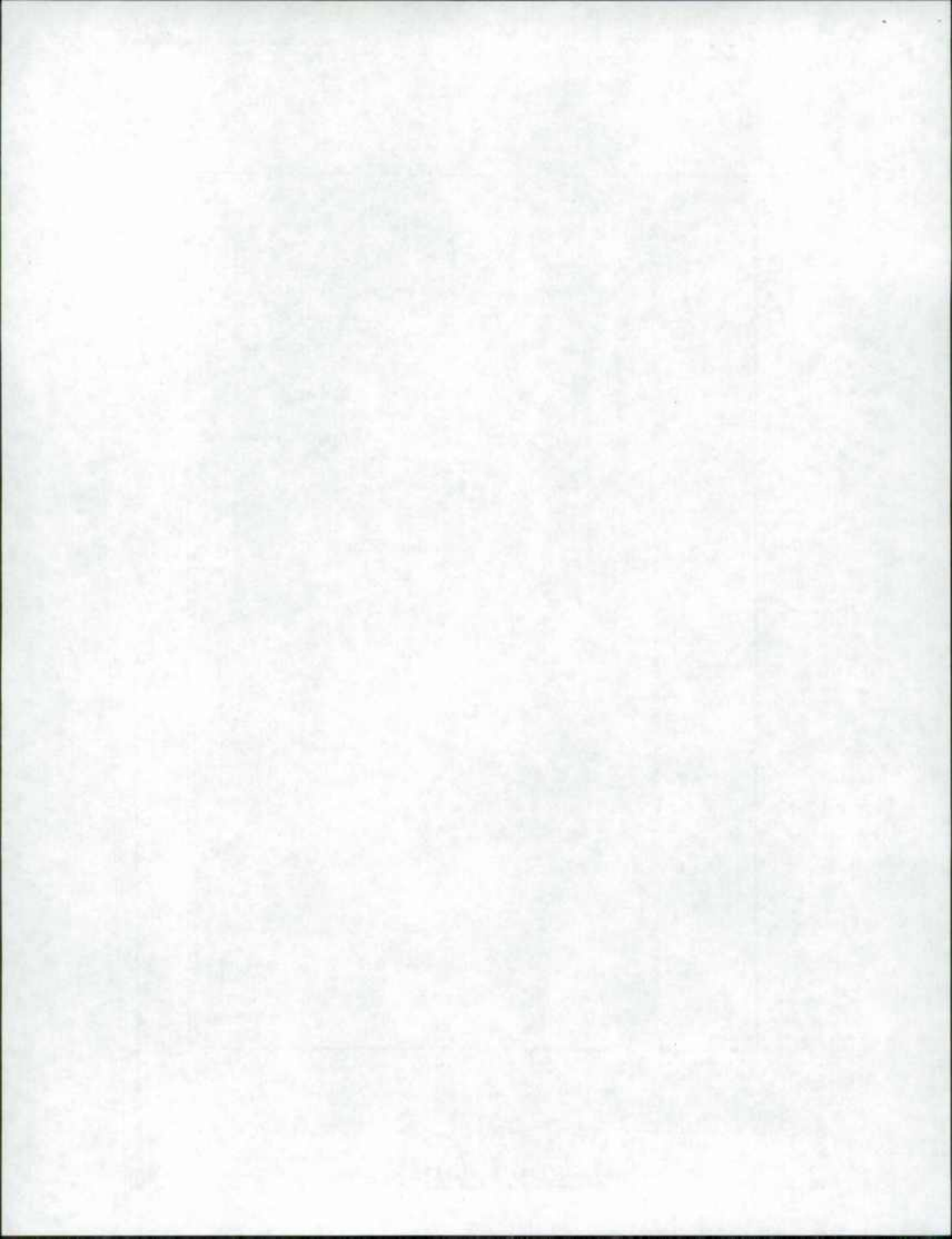

Fred O. Clark
Notary Public
My Commission Expires: *12/31/87*
FRED O. CLARK
NOTARY PUBLIC
MICHIGAN STATE UNIVERSITY LIBRARY

ACCEPTED BY
THE MARYLAND ENVIRONMENTAL TRUST
AS GRANTEE:

H. Grant Gehart 12/21/87
H. Grant Gehart, Director

Approved as to legal form and sufficiency this *21st* day of *December*,
1987.

Norman P. Small
Assistant Attorney General



Deed of Conservation Easement,
Harold E. Shear and Elizabeth P. Shear
Exhibit A
Boundary Description and Property Reference

Parcel I

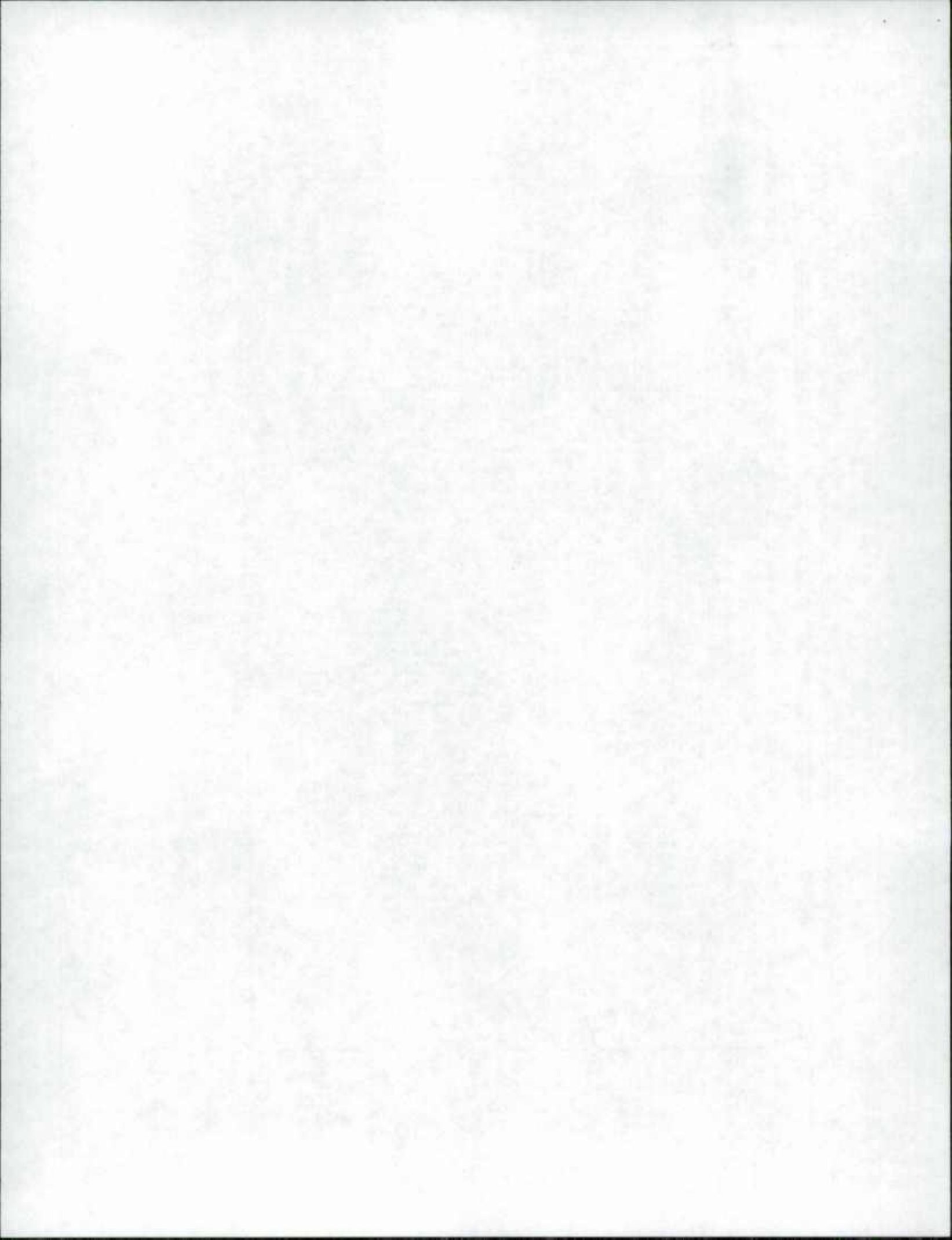
ALL that tract of land situate, lying and being on the South side of the public county road leading through Town Point, in Dorchester County, State of Maryland, that was conveyed unto William E. Geoghegan from Straw Man, Inc. by deed dated December 4, 1959 and recorded among the Land Records of Dorchester County, Maryland, in Liber P.L.C. No. 117, folio 190, and also being the same land that was conveyed unto the said William E. Geoghegan, et ux, from Lillian T. Vincent by deed dated November 1, 1941, and recorded among the Land Records of Dorchester County, Maryland, in Liber R.S.M. No. 43, folio 690; excepting that land which was conveyed unto Clifford T. Morgan from William E. Geoghegan, et ux by deed recorded among the aforesaid Land Records in Liber R.S.M. No. 92, folio 456.

AND BEING the same land and all thereof which was conveyed unto William E. Geoghegan et ux, by Frederick C. Malkus, Trustee, by deed dated August 7, 1968, and now of record among the Land Records of Dorchester County, Maryland, in Liber P.L.C. 157, folio 42.

AND BEING the same land which was conveyed unto Harold E. Shear and Elizabeth P. Shear by William E. Geoghegan and Sarah E. Geoghegan, by deed dated April 27, 1974, and recorded among the land records of Dorchester County in Liber 184, folio 709.

PARCEL II

ALL that certain tract or parcel of land situate, lying and being in Cambridge Election District of Dorchester County, State of Maryland, on the public county road, leading through Town Point towards Cambridge known as the Johnson farm on the North side of Fishing Creek, containing one hundred eighty five and one fourth (185-1/4) acres, more or less, and being described as follows: Beginning for the outbounds of the same at a concrete stone planted at the head of a small cove at the S.W. Corner of the farm and running with true bearings reckoned from the astronomical meridian established near the Court House in Cambridge by Dr. L.A. Bauer, with courses and distances as follows: N 7-3/4° W 47 feet, N 83-1/2° W 141 feet, N 2° W 2225-11/12 feet to a stone, W 66 feet to a stone, N 90° feet to a stone, E 10 feet to a stone, N 377 feet to the county road. Then with the road the three following courses: N 67-1/2° E 240 feet, N 65° E 351 feet, S 84-1/2° E 247-8/12 feet to a lane, S 1° E 587 feet, S 5° E 228 feet to a corner of a field, S 87-1/4° E 1872 feet to a stone planted at a corner of Brannock's field, S 497 feet; E 790 feet to a stone on the South side of a cart path; S 33-1/2° W 1155 feet to a pine near a ditch bank at the edge of the cleared land; N 88-1/2° W 95-2/3 feet; S 5-3/4 degrees W 276-1/2 feet; S 34° W 580-1/2 feet; S 29° W 72-1/2 feet to the head of Artins Cove, thence running and binding with the water the following courses to the first beginning: N 81-1/2° W 159 feet; N 38° W 181 feet; S 59° W 183 feet; N 33-3/4° W 178 feet; W 99 feet, S 11° W 214-1/2 feet; S 54-1/2° E 412 feet, S 48° W 174 feet; S 62° E 188 feet; S 6° W 360 feet; S 12° W 461 feet; S 60-1/2° W 246 feet, N 23-1/2° W 590 feet; N 79-1/2° W 336 feet; S 38-1/2° W 296 feet; N 34° W 214-1/2 feet; N 5-1/2° E 198 feet; S 30° W 240-1/2 feet; N 26° W 284-1/2 feet; S 59-1/2° W 115-1/2 feet; N 57° W 340 feet to the place of beginning, containing 185-1/4 acres, more or less.



LIBER 247 FOLIO 907

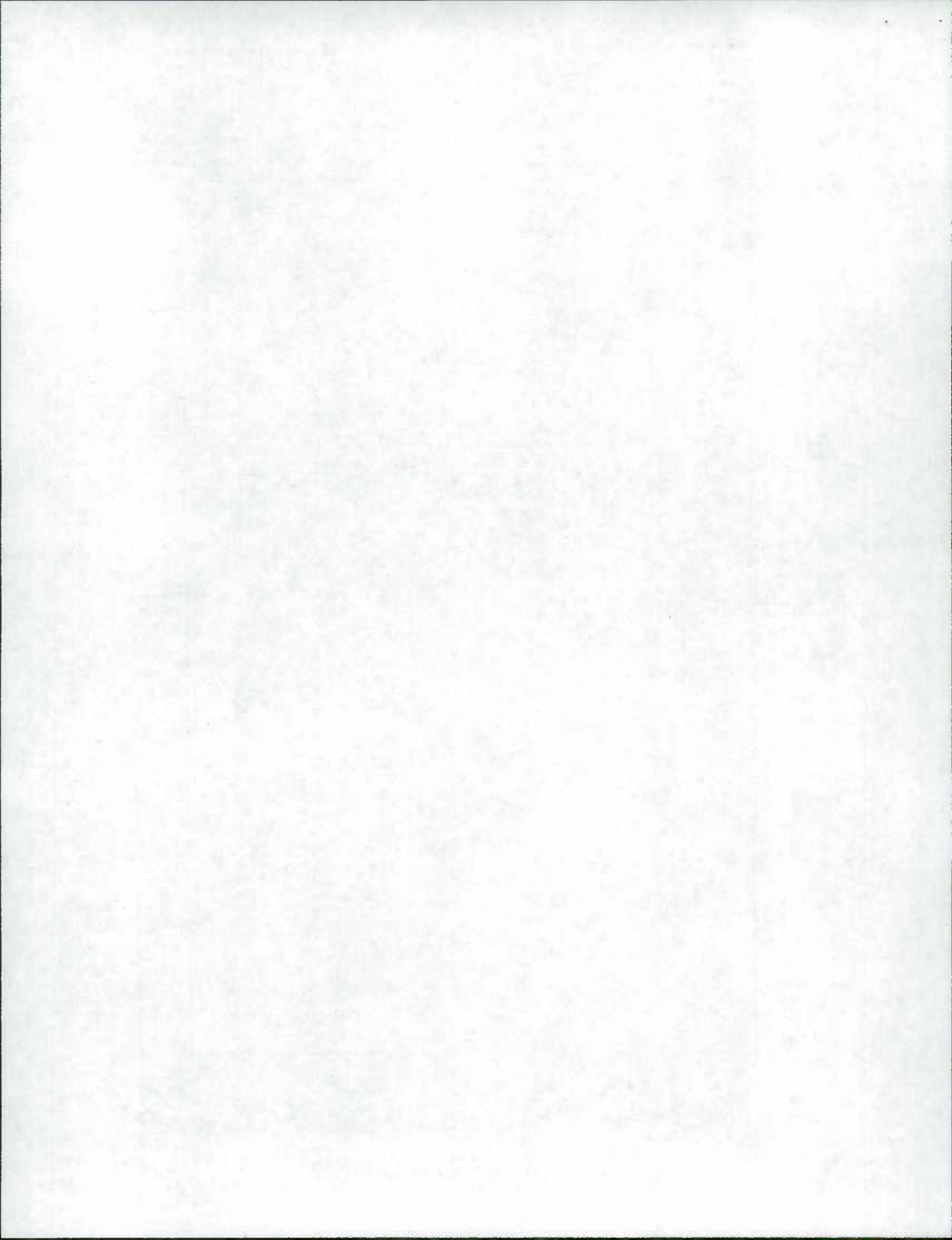
Deed of Conservation Easement
Harold E. Shear and Elizabeth P. Shear
Exhibit A
Boundary Description and Property Reference
Page Two

THE land above described is conveyed subject to and with the benefit of two rights-of-way: -- Right of way to Choptank Electric Cooperative, Inc., dated April 28, 1975 and now of record among the Land Records of Dorchester County, Maryland, in Liber P.L.C. 190, folio 623 and right-of-way to Choptank Electric Cooperative, Inc., dated October 31, 1977 and now of record, as aforesaid, in Liber P.L.C. 203, folio 290.

AND BEING the same land and all thereof which was conveyed unto William A. Schulte, et ux by Howard I. Chapelle, et ux by deed dated January 18, 1974 and now of record among the Land Records of Dorchester County, Maryland, in Liber P.L.C. 183, folio 258.

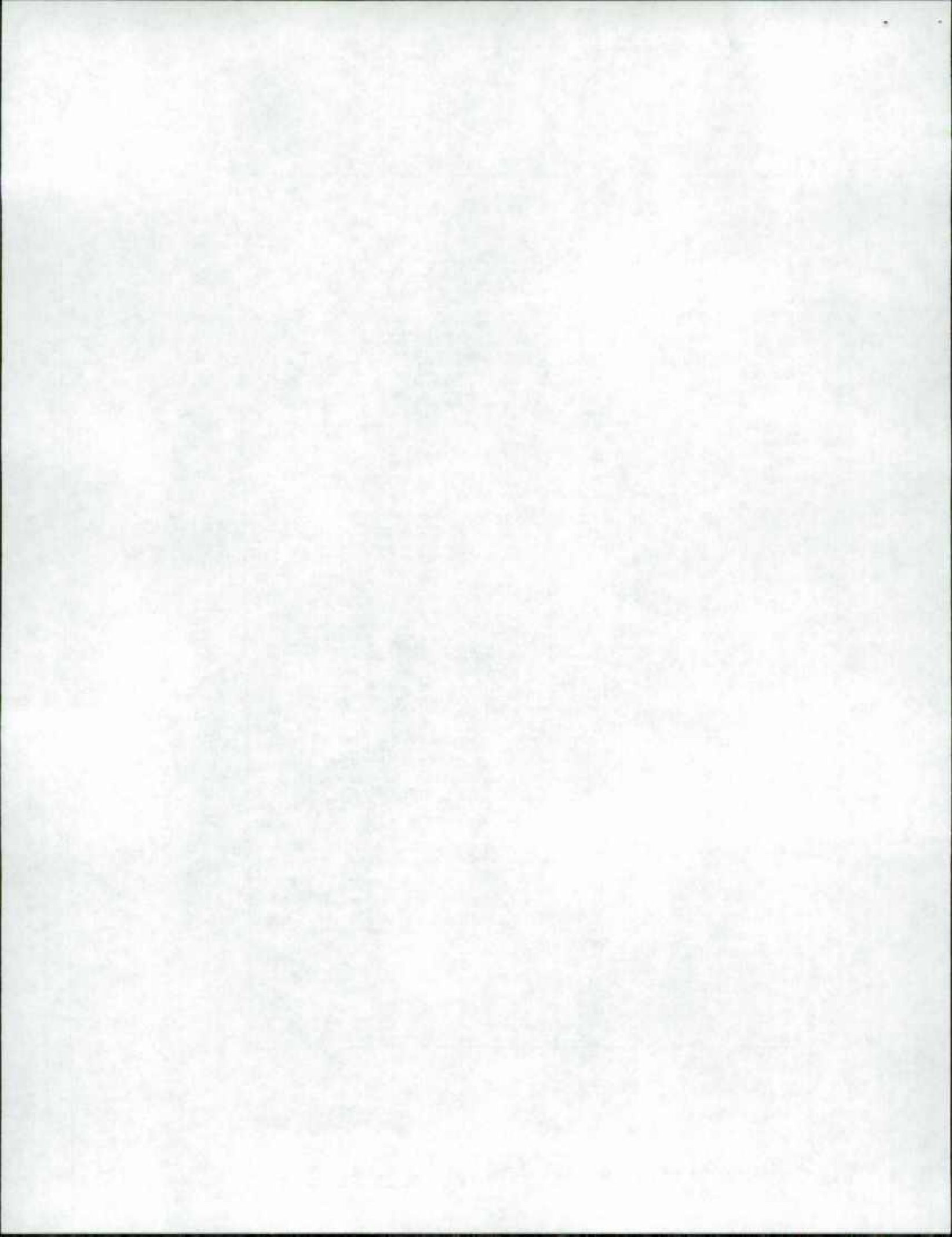
AND BEING the same land which was conveyed unto Harold E. Shear and Elizabeth P. Shear by William A. Schulte and Frances Jean Schulte, by deed dated June 26, 1980, and recorded among the land records of Dorchester County in Liber 215, folio 193.

The total of both parcels containing 195.25 acres, more or less.



Deed of Conservation Easement
Harold E. Shear and Elizabeth P. Shear
Exhibit B
Summary of Conservation Values

1. Chesapeake Bay Critical Area: A substantial part of the property, including all land within 1000' of the Fishing Creek mean high tide, is subject to the provisions and requirements of Maryland's Chesapeake Bay Critical Area Protection Program (Annotated Code of Maryland, Natural Resources Article, Sections 8-1801 through 8-1816 and the Code of Maryland Regulations 14.15.01 through 14.15.11). The program defines the Critical Area as sensitive with respect to development and requires the implementation of local government critical areas protection programs to manage the natural resources within the Critical Area. This conservation easement is compatible with the State's Critical Area Protection Program.
2. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the property adjacent to Fishing Creek. Buffer strip standards are consistent with the guidelines recommended by the Department of Natural Resources for contributing to the protection of surface water quality.
3. Scenic Value: The property includes approximately 3500 linear feet of waterfront along Fishing Creek as well as approximately 1500 linear feet of road frontage on Town Point Road. The property is an integral part of the scenic landscape of Dorchester County visible to the public from Fishing Creek and Town Point Road.
4. Productive Woodland and Cropland: This property contains approximately 110 acres of productive woodland and 75 acres of productive cropland.
5. Dorchester County Comprehensive Plan: This conservation easement is consistent with and pursuant to the natural resource goals and objectives of the Dorchester County Comprehensive Planning Program, adopted by the Dorchester County Commissioners on November 19, 1974.
 - (a) The natural resource goal is to protect, preserve and enhance Dorchester County's natural features and environmental assets including wildlife (p. 54)
 - (b) The natural resource objectives include:
 - Retain the county's farmland, wetlands, and forests and discourage their exploitation.
 - Safeguard county wetlands and ecologically waterfront areas.
 - Eliminate pollution of county waters, land areas and air.
 - Encourage sound management and harvesting of timber as suggested by the Maryland Forest Practices Committee.
 - Encourage land management practices which will improve where possible the environment for natural wildlife. (p.55)
 - (c) To achieve the natural resource goals and objectives, the following recommendations are proposed in the Comprehensive Plan:
 - The county should discourage intensive development of its existing open space including its wetlands, farmland, forest and waterfront areas through effective land use controls.
 - The county should publicize and promote sound conservation practices, procedures and programs wherever possible. (p. 56)

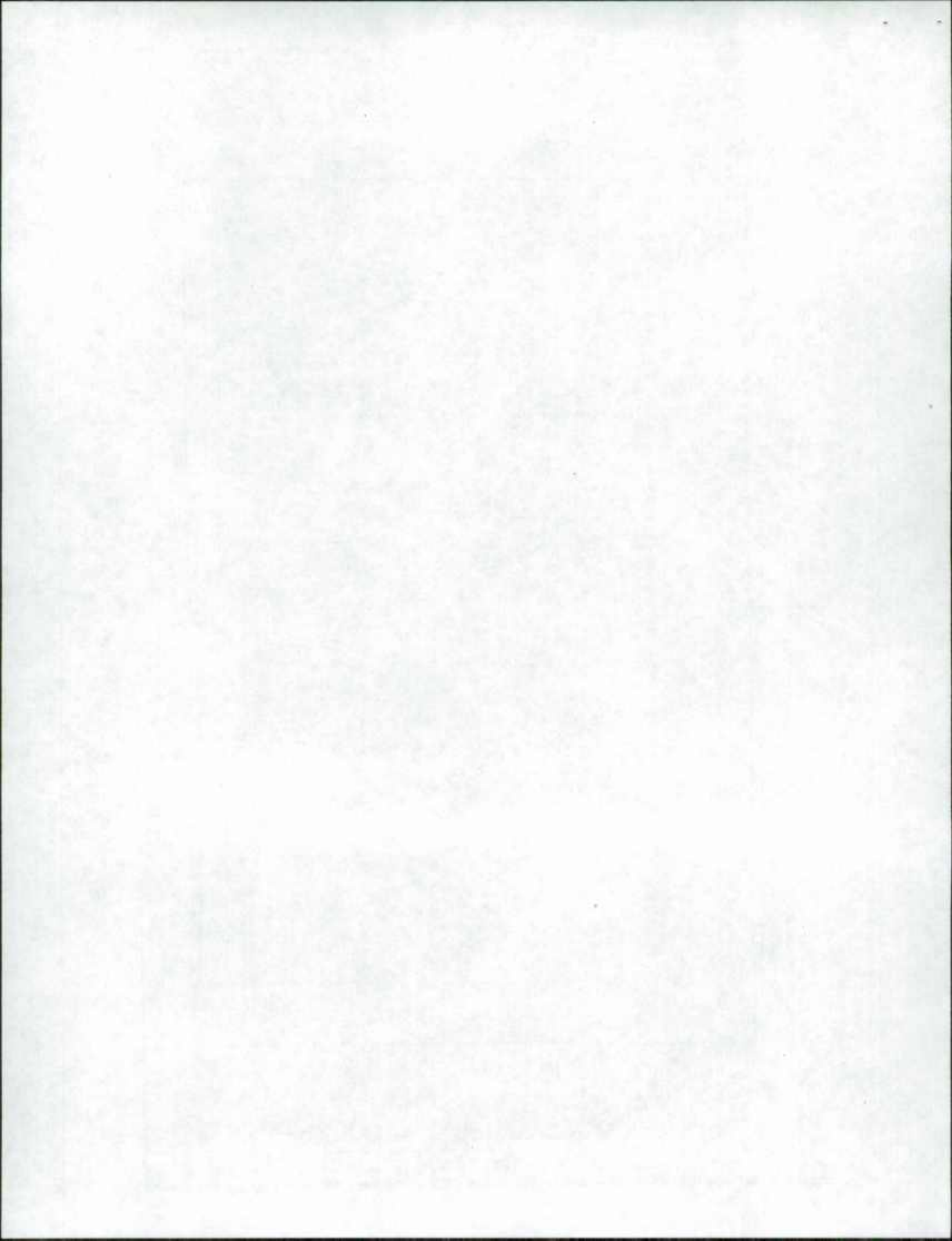


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Deed of Conservation Easement
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Exhibit B
Summary of Conservation Values
Page Two

-- Dorchester County should publicize and promote the
voluntary granting of conservation easements. (p. 57)

6. Maryland Environmental Trust Policy: The scenic landscape and productive cropland amenities of the Property defined in items 3 and 4 above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on September 25, 1974 and revised March 5, 1980.



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Deed of Conservation Easement
Harold E. Shear and Elizabeth P. Shear
Exhibit C
Inventory of Existing Structures

- (1) Main Residence
- (2) Two Car Garage
- (3) Well House

