

467282
MARYLAND TITLE COMPANY
22 LIGHT STREET
SUITE 450
BALTIMORE, MARYLAND 21202

RECORDATION TAX
\$ 0
Per MO
Date 8.24.07

FAMILY LOT

NOTICE TO TITLE EXAMINERS: THIS DEED OF EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON THE USE, SUBDIVISION AND OFF-CONVEYANCE OF LAND.

DGS FILE No. 08-02-12

THIS DEED OF EASEMENT made this 5th day of June, 2006,

by and between H. Rebecca Harman, Successor Trustee of the Taylor J. Phelps Revocable Trust and the Margaret E. Phelps Revocable Trust, party of the first part, Grantor, and the STATE OF MARYLAND, to the use of the Department of Agriculture on behalf of the Maryland Agricultural Land Preservation Foundation, party of the third part, Grantee, and containing covenants intended to be real covenants running with the land,

CRIP SURCHG 0.00
RECORDING FEE 0.00
TR TAX STATE 0.00
NON RESIDENT 0.00
TOTAL 0.00
Real CH05 Rcr#1999999
SLH LEV BIL#5149
AUG 28, 2007 11:15 am

WITNESSETH:

WHEREAS, Subtitle 5 of Title 2 of the Agriculture Article, Annotated Code of Maryland, created the Maryland Agricultural Land Preservation Foundation for the purpose of preserving agricultural land and woodland; and

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

WHEREAS, the Grantor owns the hereinafter described tract(s) or parcel(s) of land (hereinafter referred to as "the land") located in an agricultural preservation district established pursuant to Agriculture Article, Section 2-509, Annotated Code of Maryland, and desires to sell an agricultural preservation easement to the Grantee to restrict the land to

agricultural use.

NOW, THEREFORE, in consideration of the sum of One Million Fifty One Thousand Three Hundred Eighty Dollars (\$1,051,380.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor for the Grantor, the successors, personal representatives and assigns of the Grantor, does 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(s) or parcel(s) of land, subject to the covenants, conditions, limitations and restrictions hereinafter set forth, so as to constitute an equitable servitude thereon, that is to say:

All those certain tract(s) or parcel(s) of land, situate, lying and being in Charles County, Maryland and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART
HEREOF

BEING PART of the same property which by Deed dated August 4, 1999 and recorded among the Land Records of Charles County, was granted and conveyed to the Taylor J. Phelps, Trustee of the Taylor J. Phelps Revocable Trust and to Margaret E. Phelps, Trustee of the Margaret E. Phelps Revocable Trust. Taylor J. Phelps having departed this life on or about December 1, 2003, and Margaret E. Phelps having departed this life on or about April 23, 2001, H. Rebecca Harman became Successor Trustee of both Trusts, under the terms thereof.

AND the Grantor covenants for and on behalf of Grantor, the personal representatives, successors and assigns of the Grantor, 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 the Agriculture Article, Title 2, Subtitle 5, Annotated Code of Maryland, and that the covenants, conditions, limitations and restrictions hereinafter set forth, are intended to limit the use of the land and are to be deemed and construed as real covenants running with the land.

I. PURPOSE

It is the purpose of this Easement to enable the land to remain in agricultural use for the production of food and fiber by preserving and protecting in perpetuity its agricultural value, character, use and utility, and to prevent any use or condition of the land that would impair or interfere with its agricultural value, character, use or utility. To the extent that the preservation of open space of the land is consistent with such use, it is within the purpose of this easement to protect that open space.

II. COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the Reservations hereinafter contained, the Grantor for the Grantor, the heirs, personal representatives, successors and assigns of the Grantor, covenants and agrees as follows:

(A) Agricultural Use

- (1) Except as otherwise provided in this instrument, the land is restricted solely to agricultural use and may not be used for any commercial, industrial, or residential use or purpose, or for any use that temporarily or permanently impairs or interferes with the land's agricultural value,

character, use or utility, unless prior approval is obtained from the Grantee.

- (2) No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established on the land for any commercial, industrial or residential use, without the Grantee's express written permission.
- (3) Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in the land subject to this deed of easement.
- (4) No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land; provided, however, the Grantor reserves 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 land and the name and address of the occupant;
 - (b) to advertise any home or ancillary occupations consistent with the purposes of this easement subject to the approval of the Grantee; and
 - (c) to advertise the land's sale or rental, to forbid trespassing or hunting, to identify the land's protected status under this Deed of Easement, or to support a political candidate, all as further regulated by local laws.
- (5) No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the land, except that used in normal agricultural practices.

- (6) The land shall be managed in accordance with sound agricultural soil and water conservation practices so as to promote the agricultural capability of the land; also woodland shall be managed in accordance with sound forestry practices; provided, however, the Grantor reserves 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.
- (7) The Grantor 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 soils 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.
- (8) The Grantor shall implement a forest management plan demonstrating proper forest management techniques if 50% or more of the acreage contained in the land consists of woodland.

- (9) During regular business hours, the Grantee or its authorized representative will have the right to enter on the land from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations and restrictions herein contained, provided, however, that the Grantee will have no right to inspect the interior of any structures on the land.
- (10) Upon sale or transfer of any interest in the land, including, but not limited to a leasehold interest, life estate, term of years, or remainder interest, the Grantor, his personal representatives, successors and assigns shall notify the Grantee in writing of the name and address of the party receiving the interest in the land.

(B) No Subdivision or Development Rights Transfer

- (1) The division, partition or subdivision ("division") of the land for any purpose, including off conveyance and boundary line adjustment, is prohibited, unless written approval has first been obtained from the Grantee.

Notwithstanding the fact that the land subject to this Deed of Easement may comprise existing subdivided parts (whether separately described parcels or government assigned tax parcels or accounts), it is the intent of the Grantor and the Grantee that the total of the parts remains in common ownership. To that end, the Grantor may not sell, transfer, off convey,

devise, give, bequeath, donate, or otherwise divide, any existing or future subdivided part or parts separately from the total of the parts, whether voluntarily, involuntarily, or by reason of foreclosure or bankruptcy. However, the Grantee may approve a division of the total of the parts of the land and separate ownership of a part or parts of the land for reasons which the Grantee, in its sole discretion, deems sufficiently extraordinary to justify an exception to the prohibition against division. For purposes of this subparagraph, the terms, "divide" and "division" shall include the lease of any part or parts less than 100% of the total parts of the land for a term in excess of twenty (20) years.

- (2) Except as provided in Section IV herein, all development rights associated with the land are hereby extinguished. No development rights from the land may be transferred to another area, or to another person, or to a political subdivision, notwithstanding any prior agreement to the contrary; nor may the land be used for the purpose of calculating permissible lot yield of any other property. In addition, Grantor agrees that it shall not be permitted to develop the within described property based on any existing, retained, or after acquired Development Rights, except for that which the Grantee has given approval in accordance with Section IV herein.

III. RESERVATIONS IN THE GRANTOR

Provided that the Purpose of the Easement as specified under Section I is fulfilled, the

Grantor reserves the right to use the 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 products; the right to conduct upon the 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 land.

IV. LOT RELEASE FROM EASEMENT

It is the purpose of this section to limit development rights to maximize the preservation of the agricultural land.

(A) Family Lot Release

The Grantee, on written application from the Grantor, shall release free of easement restrictions only for the Grantor who originally sold this easement, one (1) acre or less for the purpose of constructing a dwelling house for the use only of that Grantor or the Grantor's child, subject to the following conditions:

- (1) The total number of lots allowed to be released under this paragraph may not exceed
 - (i) 1 lot if the size of the Easement Property is 20 acres or more but fewer than 70 acres;
 - (ii) 2 lots if the size of the Easement Property is 70 acres or more, but fewer than 120 acres; or

(iii) 3 lots if the size of the Easement Property is 120 acres or more.

provided that the resulting density on the land does not exceed the density allowed under zoning of the land before the Grantee purchased the Easement. The right reserved to the Grantor under this subparagraph belongs only to the Grantor who originally sold this easement and may be exercised only by the Grantor named in the instrument, and is extinguished upon the death of the Grantor or a transfer of 100% of the Grantor's interest in the land.

- (2) The Grantor shall pay the Grantee for any acre or portion thereof released at the price per acre that the Grantee paid the Grantor for the easement, provided that the Maryland Agricultural Land Preservation Foundation's Board of Trustees has the right to approve the location and configuration of the parcel(s) so released from easement; it being the intent that the agricultural use of the land not be impaired by said partitions;
- (3) Before any release from easement, the Grantor, and/or the Grantor's child, if applicable, shall agree not to divide further any portion of the land allowed to be released; the agreement shall be recorded among the land records where the land is located and shall bind all future owners; and

- (4) If, while the land was in an agricultural preservation district, the Foundation released free of the district's restrictions for a person owning that land, one (1) acre or less for the purpose of constructing a dwelling house, the Grantee shall not release free of easement restrictions for the Grantor, an additional lot for the same purpose; for each lot that the Grantor had excluded from the district's restrictions, the number of lots that the Grantor otherwise would be entitled to have released under this Section IV (A) is reduced by one. ***The Grantor acknowledges that one lot for a child has already been released to Travis S. Harman, and thus, only two family lot reservations remain as of the date of this Deed of Easement.***
- (5) Regardless of the number of agricultural districts or easements encumbering land owned by the Grantor herein, if the Grantee released one (1) acre or less for the purpose of constructing a dwelling house for the use of the Grantor or the Grantor's child, under a separate Agricultural District, the Grantee shall not release free of easement restrictions for the Grantor or Grantor's child, an additional lot on the land for the same purpose; for each lot that the Grantor or Grantor's child had excluded from another district's restrictions for this purpose, the number of lots that the Grantor or

Grantor's child otherwise would be entitled to have released under this Section IV (A) is reduced by one.

(6) Regardless of how the property is titled, and subject to the requirements and conditions of this Section IV (A), *the Grantor, H. Rebecca Harman, Successor Trustee of the Taylor J. Phelps Revocable Trust and the Margaret E. Phelps Revocable Trust, agrees that the following individuals are the only family members eligible for release of a family lot:*

a. H. Rebecca Harman and children of her, with the exception of Travis S. Harman, who has already received a lot, as specified above; and

b. children of Robert Taylor Phelps, a named beneficiary under the above specified Trusts.

(B) Application for Lot Release

Before a lot may be released from an easement's restrictions for the construction of a dwelling house, under Section IV(A) above, the landowner and proposed lot owner shall submit an application to the Grantee that;

- (1) The landowner and proposed lot owner have signed;
- (2) Contains a declaration as to whether the lot and dwelling house are only for the use of the original Grantor or the original Grantor's child, whichever is the case;
- (3) Includes signed statements indicating approval of the release from the local agricultural land preservation advisory board and

confirmation from the county planning and zoning department that the proposed lot appears to meet local zoning regulations;

- (4) Includes a description of the land to be excluded and affected by both the dwelling and access to that dwelling, so as to gauge the impact that the dwelling and any access to that dwelling will have on the agricultural operations of the farm;
- (5) Includes a property outline indicating the location of the proposed lot.

(C) Preliminary and Final Release

After certifying that the landowner and proposed lot owner have met the conditions provided herein, and a survey plat with metes and bounds description has been submitted to the Grantee, the Grantee shall issue a Preliminary Release which shall:

- (1) Become final when the Grantee receives and certifies a non-transferrable building permit in the name of the proposed lot owner for the construction of a dwelling house; or
- (2) Become void upon the death of the person for whose benefit the release was intended if the Grantee has not yet received a building permit as provided herein.

Any preliminary or final release, building permit or other document issued or submitted in accordance with this section shall be recorded among the land records where the land is located at the landowner's expense and shall bind all

future owners. Such release shall contain restrictions as specified in Agriculture Article, Section 2-513, Annotated Code of Maryland, as amended from time to time.

(D) Existing Dwelling

On written request to the Grantee, a landowner, may exclude from the easement restrictions one acre or less surrounding each single dwelling house, which existed as of the date of this Deed of Easement as a Family lot to which the Grantor was eligible under Section IV(A) above, by a land survey and recordation provided at the expense of the landowner or landowner's personal representatives, successors or assigns. However, before any exclusion is granted, the landowner shall agree with the Grantee not to subdivide further any acreage to be released and said agreement shall be recorded among the land records where the land is located and shall bind all future owners.

(E) Tenant Houses

(1) Subject to the Grantee's approval and the provisions of COMAR 15.15.03 ("Tenant House Requirements"), the Grantor, or its successors and assigns in the fee ownership of the land (hereinafter referred to as the "landowner"), may construct housing for tenants fully engaged in operation of the farm, but this construction may not exceed one (1) tenant house per full 100 acres (for example, one (1) tenant house for 100-199 acres; two (2) tenant houses for 200-299 acres). The land on which a tenant house is constructed may not be subdivided or conveyed to any

person, nor may the tenant house be conveyed separately from the land, as governed by Section II (B)(1) herein. The land under and surrounding the tenant house shall not be released from the Easement, it being understood that the tenant house is an accessory structure to the agricultural use of the farm and as such its use is intended to be consistent with the Purpose stated herein.

(2) The Landowner shall make written application to the Grantee that

- (a) the landowner has signed;
- (b) contains a declaration that the tenant house is necessary for the operation of the farm and is only for the use of tenants fully engaged in operation of the farm;
- (c) is accompanied by evidence that demonstrates the need for a full-time tenant for the operation of the farm;
- (d) includes signed statements from the local agricultural land preservation advisory board that the tenant house is necessary for the operation of the farm and confirmation from the county planning and zoning department that the proposed tenant house appears to meet local zoning regulations;
- (e) includes a description of the land to be affected by both the tenant house and access to that tenant house, so as to gauge the impact that both will have on the agricultural operations of the

farm;

(f) Includes a scaled plan for the tenant house, and accompanying outbuildings, including the square footage thereof; and

(g) includes a map showing the location of the proposed tenant house.

(3) For purposes of this subparagraph, the terms below are defined as follows:

(a) "Tenant" shall be defined as a natural person or persons fully engaged in operation of the farm, and who are not the landowner, and/or who do not have a financial interest in the landowner, including a shareholder interest, partnership interest or membership interest, full, limited, or otherwise.

(b) "Tenant house" shall be an accessory structure consisting of no more than 2000 square feet, calculated by first multiplying the exterior footprint of the portions of the structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the structure with one story, but excluding basements, attics, porches not used as a living space, garages, and unenclosed decks, in which the tenant resides.

(F) Lot Size

If circumstances described on Maryland Annotated Code Agricultural Article Section 2-

513(b)(6) exist, a released lot may be 2 acres or less.

V. TERM

This easement shall be in perpetuity.

VI. BREACH

If the easement or any covenant, condition, limitation, restriction or other provisions herein contained is violated or breached, the Grantee may after due notice to the Grantor, the Grantor's 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 (including, but not limited to, re-conveyance of title to land conveyed in violation of covenants herein); 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 or other provisions herein contained.

VII. MISCELLANEOUS PROVISIONS

- (A) If the Grantor has any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantor may submit a written request to the Grantee for consideration and approval of such use.
- (B) This easement does not grant the public any right to access or any right of use of the above described land.

- (C) Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (D) As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.
- (E) The provisions of this Deed of Easement shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies have been exhausted.
- (F) No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- (G) Notwithstanding any provision herein to the contrary, the one (1) dwelling existing as of the date of this Deed of Easement may be used for any lawful purpose (e.g. for residential purposes), unless otherwise prohibited by local zoning. ***The Grantor acknowledges that a cabin is sited at the northern end of the property. This cabin is not deemed to be an "existing dwelling", and as***

such may not be relocated or subdivided from the property, nor may it be used as a dwelling.

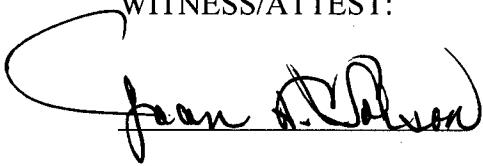
AND the Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that the Grantor will warrant specially the property interest hereby conveyed; and that the Grantor will execute such further assurances of the same as may be required.


BENEFICIARY CONSENT

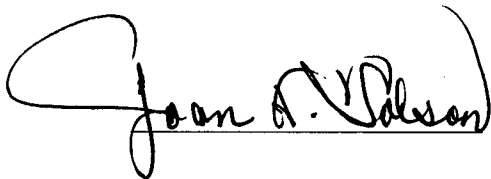
Robert Taylor Phelps, Jr., Personal Representative of the Estate of Robert Taylor Phelps, and H. Rebecca Harman, Beneficiaries of the subject property under the Taylor J. Phelps Revocable Trust and under the Margaret E. Phelps Revocable Trust, both dated August 4, 1999, hereby join in the execution of this Deed of Easement for the sole purpose of consenting to the Deed of Easement, and subordinating any interest they may presently have in the property to this Deed of Easement.

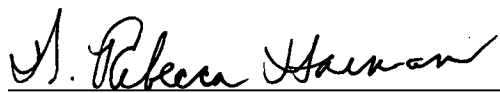
AS WITNESS the hands and seals of the Grantor and Beneficiaries.

WITNESS/ATTEST:



 (SEAL)
H. Rebecca Harman, Trustee of the Taylor J. Phelps Revocable Trust and the Margaret E. Phelps Revocable Trust



 (SEAL)
H. Rebecca Harman, individually, Beneficiary

Joan A. Tolson

Robert Phelps Jr (SEAL)
Robert Taylor Phelps, Jr., Personal Representative of
the Estate of Robert Taylor Phelps, Beneficiary

STATE OF MARYLAND, COUNTY OF CHARLES, To Wit:

I HEREBY CERTIFY that, on this 5th day of June, ~~2006~~ ²⁰⁰⁷, *JAT*
before me, the subscriber, a Notary Public of the State and County aforesaid, personally
appeared H. Rebecca Harman, Beneficiary and Trustee of the Taylor J. Phelps Revocable
Trust and the Margaret E. Phelps Revocable Trust, known to me (or satisfactorily proven) to
be the Grantor whose name is subscribed to the within Deed of Easement and acknowledged
that he/she/they executed the same for the purposes therein contained in my presence signed
and sealed the same.

AS WITNESS my hand and Notarial Seal.

Joan A. Tolson
Notary Public - Joan A. Tolson
My Commission Expires: March 1, 2011



STATE OF MARYLAND, COUNTY OF CHARLES, To Wit:

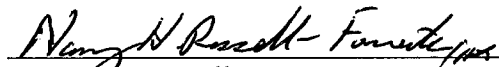
I HEREBY CERTIFY that, on this 5th day of June, ~~2006~~ ²⁰⁰⁷, *JAT*
before me, the subscriber, a Notary Public of the State and County aforesaid, personally
appeared Robert Taylor Phelps, Jr., Personal Representative of the Estate of Robert Taylor
Phelps, Beneficiary of the Taylor J. Phelps Revocable Trust and the Margaret E. Phelps
Revocable Trust, known to me (or satisfactorily proven) to be the Grantor whose name is
subscribed to the within Deed of Easement and acknowledged that he/she/they executed the
same for the purposes therein contained in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Joan A. Tolson
Notary Public - Joan A. Tolson
My Commission Expires: March 1, 2011



THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



Nancy H. Russell-Forrester
Maryland Assistant Attorney General

Rev. 10/01/04

EXHIBIT "A"

All that piece or parcel of land commonly called and known as "Part of Mitchell", and being commonly known as "Black Friars", situate, lying and being in the Fifth Election District of Charles County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a point on the shore of the Wicomico River 15 feet North of iron pipe driven in the ground on the river shore to mark the division line between this land and the land recently owned by Charles S. Smith, commonly called and known as "Lot No. 4 of Yate's Hope" and "New Horseshoe" and running thence up and with the said Wicomico River, and binding thereon, South 89 degrees West 100 feet, North 63 degrees 45 minutes West 100 feet, North 40 degrees West 182 feet, North 54 degrees 45 minutes West 100 feet, South 84 degrees 15 minutes West 597 feet, North 89 degrees 45 minutes West 238-1/2 feet, North 70 degrees West 203-1/2 feet to a stake fixed in a small marsh on the West side of the small stream or gut; thence leaving said river and running with the division line between this land and the land now owned by George Carpenter, known as "Part of Poppleton" or "Part of Mitchell", South 3 degrees 35 minutes West 3406 feet to a stone in the fence at the foot of a hill, at feet on this course passing over an iron pipe driven at the foot of a fence corner post on the river shore to mark the boundary; thence still with the fence, a well defined and established line of holding, South 2 degrees 15 minutes West 1277 feet to a stone at the corner of the fence beside which is driven an iron pipe; thence North 89 degrees 30 minutes West 1021 feet to an iron pipe fixed in the fence corner 5 feet West of a large White Oak Tree; thence South 1 degree 25 minutes West 673 feet to an iron pipe driven on the Northeast side of the State Road leading from Newburg to Mt. Victoria; thence South 1 degree 25 minutes West 75 feet to an iron pipe driven in the center of the old County Road and on the Southwest side of the State Road aforesaid, marking the corner of the lot conveyed by Charles A. F. Shaw and Neale Shaw to J.W. Green in the year 1880, as by reference to a Deed recorded in Liber B.G.S. No. 4 folio 578, appears, thence with the line of said lot, following the center of said old County Road South 20 degrees East 342 feet, South 33 degrees East 235-1/2 feet to an iron pipe there fixed; thence leaving said road South 44 degrees 30 minutes West 210 feet to an iron pipe driven in the ground on the Northeast side of a small branch; thence with the branch South 86 degrees 30 minutes West 130 feet, North 78 degrees West 62-1/2 feet to an iron pipe driven in the ground on the North Bank of said branch beside a large stone, the corner of said lot and in the outline of the entire tract; thence with said outline and division between this land and the land of William Dyson, "Part of Poppleton", South 10 degrees West 1821 feet to an iron pipe driven in the ground beside a half of an old millstone at the foot of a pine tree, the boundary between this land and the land of Benjamin Harris and others; thence South 51 degrees 15 minutes East 223 feet to an iron rod driven in the ground beside a cedar stake, corner of "Ford's Amendment", formerly owned by John T. Stoddert and now owned by Mrs. Elizabeth Reeder, reference being made to a plat of said land recorded in Liber H.C.C. No. 22, folio 477, Land Records of Charles County; thence with the line of said "Ford's Amendment" North 44 degrees 35 minutes East 233 feet to a cedar stake in a small valley, an iron rod being now fixed beside stake; thence South 79 degrees 30 minutes East 2155 feet to a stake and stone in a small valley, and iron rod being now fixed beside said stone; thence South 4 degrees 50 minutes West 151 feet to a cedar stake on a hillside beside which an iron rod is driven; thence South 37 degrees 10 minutes East 187 feet to a cedar stake and iron pipe there fixed a corner of the land of Charles S. Smith, known as "Lot No. 4 of Yate's Hope" and "New Horseshoe"; thence with said land North 89 degrees 34 minutes East 363 feet to a cedar stake and iron pipe fixed at the top of a hill, the end of the second line of "Mitchell"; thence with said second line of "Mitchell" being the given line of "Lot No. 4 of Yate's Hope" and "New Horseshoe", North 1 degree 30 minutes East 8,270 feet to the point of beginning, at 8255 feet on this course passing over the iron pipe driven at the edge of the river shore, first above mentioned; containing three hundred and sixty-five (365) acres of land, more or less, according to a survey made by Louis H. Steffens, County Surveyor, on March 31, 1936.

SUBJECT, however, to the right of way and reservation for the family burial lot as set forth in a deed from Leonard Snider, unmarried, to Edward W. Isom, and wife, recorded among the Land Records of Charles County, Maryland in Liber No. 64, folio 303.

EXHIBIT "A"
(con't)

SAVING AND EXCEPTING THEREFROM:

Parcel of land containing 13,539 acres, more or less, as conveyed to Potomac Electric Power Company by Deed dated December 6, 1961 and recorded among the Land Records of Charles County in Liber 156, folio 117.

Lot No. 1 as conveyed to Travis S. Harman and Rebecca L. Harman, husband and wife, by Deed dated October 9, 2003 and recorded among the Land Records of Charles County in Liber 4305, folio 177, from H. Rebecca Harman, Trustee for the Taylor J. Phelps Revocable Trust and H. Rebecca Harman, Trustee for the Margaret E. Phelps Revocable Trust.

Parcel C, 3.299 square feet or 0.08 acres as conveyed to the County Commissioners of Charles County, Maryland by Deed dated September 9, 2003 and recorded among the Land Records of Charles County in Liber 4670, folio 113, from H. Rebecca Harman, Personal Representative of the Estate of Taylor J. and Margaret E. Phelps and H. Rebecca Harman, Successor Trustee of the Taylor J. Phelps Revocable Trust and Successor Trustee of the Margaret E. Phelps Revocable Trust.

State of Maryland Land Instrument Intake Sheet

Baltimore City County: MX-3040
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only--All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: HENRY
Firm: LAW OFFICE OF HENRY I. LOUIS
Address: 22 LIGHT STREET, STE. 450
BALTIMORE, MD. 21202 Phone: (410) 727-8050

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.
Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

Space Reserved for County Validation