


**Agenda Date: March 28, 2019****Item # 1-C**

March 20, 2019

MEMORANDUM

TO: Montgomery County Planning Board

FROM: Christina Sorrento, Associate General Counsel
301.495.4646 

RE: Deed of Release of Conservation Easement- Etchison Lot 2 (Stabler Property)

The Legal Department presents a Deed of Release of Conservation Easement for Etchison Lot 2 ("Property"), (Attachment 1). The Property is currently owned by Drew Stabler ("Property Owner"). A Maryland Agricultural Land Preservation Easement ("MALPF Easement") was recorded against the Property on April 29, 2003. Subsequent to that recording, on November 14, 2012, a Category I Conservation easement was recorded against part of the Property. The MALPF Easement required that the Property Owner obtain approval from the Maryland Agricultural Land Preservation Foundation prior to granting any easement to any person or government agency. The Property Owner failed to do so prior to the recordation of the Category I Conservation easement.

Since that time, the Property Owner has received retroactive approval and a new Category I Conservation easement with language referencing the MALPF Easement has been approved but not recorded (Attachment 2). The Property Owner has requested that the original Category I Conservation easement be released in conjunction with recording the newly approved Category I Conservation easement and has provided the attached Deed of Release for signature. On January 17, 2019, the Planning Director received a letter from the Attorney General's office detailing the history of the agricultural easement on the Property and requested that the Deed of Release be granted to enable the recording of the new Category I Conservation easement. (Attachment 3).

It is the opinion of the Legal Department that releasing the original Category I Conservation easement and recording the new Category I Conservation easement will not have

any substantive impact on the Planning Board's interest in the Property since the Category 1 Conservation easement was originally recorded after the MALPF Easement. Therefore, the Legal Department presents the Deed of Release to the Planning Board for approval. If the Planning Board votes to approve the Deed of Release, the document will be sent to the Executive Director for signature on behalf of the Planning Board.

ATTACHMENTS

Attachment 1 – Deed of Release of Conservation Easement

Attachment 2 – New Category I Conservation Easement

Attachment 3 – January 17, 2019 Letter from Justin P. Hayes, Assistant Attorney General

ATTACHMENT 1

Tax Identification Number 01-00001152

DEED OF RELEASE OF CONSERVATION EASEMENT

THIS DEED OF RELEASE OF CONSERVATION EASEMENT ("Release") is made this _____ day of _____, 20____, by the Montgomery County Planning Board ("Planning Board") of the Maryland-National Capital Park and Planning Commission ("M-NCPPC").

WHEREAS, in conjunction with Forest Conservation Plan No. 2-04038 known as Lot 2, Stabler's Addition to ETCHISON, W. Drew Stabler, Fred Cunningham Lechliden, and Robin Stabler Lechliden granted a certain Conservation Easement to the Commission as defined in a Conservation Deed of Easement and recorded among the Land Records of Montgomery County, Maryland in Liber 45323 at folio 13 ("Conservation Easement"); and

WHEREAS, the Conservation Easement was created on a parcel of land previously encumbered by an Agricultural Land Preservation Easement ("ALPE") in favor of the State of Maryland, to the use of the Department of Agriculture, on behalf of the Agricultural Land Preservation Foundation; and

WHEREAS, the parties to the Conservation Easement intend to maintain the agricultural integrity of the land and to comply with Maryland statutes, regulations and policies regarding said ALPE in addition to the terms of the Conservation Easement; and

WHEREAS, the Planning Board has determined that the Conservation Easement, as more fully described on the exhibit attached hereto and labeled "Exhibit A" and "Schedule A" may be released, provided that W. Drew Stabler, Fred Cunningham Lechliden, and Robin Stabler Lechliden have previously recorded the Conservation Deed of Easement executed _____, 20____, as approved with Forest Conservation Plan No. 2-04038.

NOW, THEREFORE, in consideration of the above provisions and the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Commission does hereby grant and release the Conservation Easement.

WITNESS, the following signatures and seals on the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

RELEASE OF CONSERVATION EASEMENT
LOT 2, Stabler's Addition to ETCHISON
Page 2

ATTEST:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Joseph C. Zimmerman
Secretary-Treasurer

Patricia Colihan Barney
Executive Director

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Patricia Colihan Barney, Executive Director of the Maryland-National Capital Park and Planning Commission, who acknowledged that she is authorized to execute the above Release for the reasons and purposes herein contained.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

ATTORNEY CERTIFICATION

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



Robert E. Gough, Esq.

AFTER RECORDING PLEASE RETURN TO:

Office of General Counsel
M-NCPPC
8787 Georgia Avenue
Silver Spring, MD 20910

EXHIBIT A

Parcel Identification Number 00001152

DESCRIPTION OF EASEMENT AREA

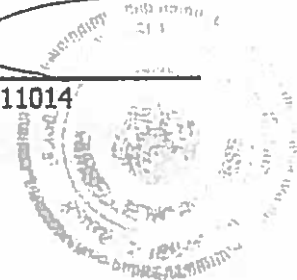
Being a piece or portion of land hereinafter described in, through, over and across that property described in a Corrective and Confirmatory Deed between W. Drew Stabler and Patricia M. Stabler and Fred Cunningham Lechlider and Robin Stabler Lechlider, dated August 10, 2006 and recorded in Liber 32880 at folio 714 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at the end of the 13th or North 36° 51' 40" West 904.25 feet line of the property described as "Parcel 777" in the above referenced Corrective and Confirmatory Deed between W. Drew Stabler and Patricia M. Stabler and Fred Cunningham Lechlider and Robin Stabler Lechlider, dated August 10, 2006 and recorded in Liber 32880 at folio 714 among the aforesaid Land Records, thence leaving said line and crossing to include a portion of said property

1. **North 53° 08' 20" East 417.44 feet** to a point, thence
2. **South 36° 51' 40" East 208.70 feet** to a point, thence
3. **South 53° 08' 20" West 417.44 feet** to a point on the said 13th line, 208.70 feet from the end thereof, thence running with the remainder of said line
4. **North 36° 51' 40" West 208.70 feet** to the place of beginning, containing 87,120 square feet or 2.000 acres of land, more or less, as computed by Maddox Engineers & Surveyors, Inc. Maddox Proj. No. 02002.

04.18.16

Date Russell E. Reese, Registered Professional Land Surveyor MD No. 11014
License Expires 08.24.16



SCHEDULE A

1" = 200'



N/F
W. DREW STABLER, ET AL.
L.36971 F.369

LOT 2
ETCHISON
FLAT No.22734

N/F
W. DREW STABLER
L.36886 F.001

N/F
W. DREW STABLER, ET AL.
"PARCEL 777"
L.32880 F. 714

EASEMENT AREA

87,120 S.F.
2000 ACRES

POINT OF BEGINNING
FOR DESCRIPTION

N/F
W. DREW STABLER, ET AL.
"PARCEL 222"
L.32880 F. 714

13TH LINE OF "PARCEL 777" L.32880 F.714



MADDOX

Engineers & Surveyors, Inc.

3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

MADDOX PROJECT No.02002

ATTACHMENT 2

Tax Identification Number 01-00001152

CONSERVATION DEED OF EASEMENT ("Easement")
Category I

DEFINITIONS

Grantor: W. Drew Stabler, Fred Cunningham Lechlider and Robin Stabler Lechlider, Fee simple owner of the 151.36 acre parcel, P777 as recorded in the Montgomery County Land Records 1.37520 f.72:

Grantee: Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission ("Commission").

Property: Parcel 777, Tax Map GW63, Recorded among the Land Records of Montgomery County, Maryland in Liber 37520 folio 72.

Planning Board: Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission.

Planning Director: Director of the Montgomery County Planning Department of The Maryland-National Capital Park and Planning Commission, or the Director's designee.

Plan: Forest Conservation Plan No. _____ or Restoration Plan No. _____, approved by the Planning Board or Planning Director pursuant to Chapter 22A of the Montgomery County Code.

Exhibit A: Approved Forest Conservation Plan No. 2-04038.

Exhibit B: Description and sketch of the Easement over and across the Property.

WITNESSETH

The Easement reflects a grant of easement by Grantor to the Grantee.

WHEREAS Grantor (or Grantor's agent) has obtained approval of a Plan in accordance with Montgomery County, Maryland laws; and

WHEREAS, the Planning Board or Planning Director approved Grantor's Plan conditioned upon Grantor subjecting the Property or a portion of the Property to a conservation easement pursuant to the provisions of Montgomery County Code Chapter 22A (Forest Conservation); and

Grantor Initials WDS

WHEREAS, the location of this Easement is as shown and described on Exhibit B attached hereto and incorporated by reference into the terms of this Easement; and

WHEREAS, the purpose of this Easement is to protect existing and future forest cover, individual trees, streams and adjacent buffer areas, wetlands and other sensitive natural features, and to maintain existing natural conditions to protect plant habitats, water quality and wildlife; and

WHEREAS, the purpose includes preservation of the natural beauty of the portion of the Property subject to the Easement ("Easement area") and prevention of any alteration, construction, or destruction that will tend to mar or detract from such natural beauty; and

WHEREAS, the purpose also includes the protection and preservation of natural features within the Easement area, which efforts are consistent with the terms and conditions of the approved Plan and applicable law; and

WHEREAS, the Grantor and Grantee (collectively referred to as the "Parties") intend for the conditions and covenants contained in this Easement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Property; and

WHEREAS, the Grantor intends that a servitude be placed upon the Property to create a conservation benefit in favor of the Planning Board.

NOW, THEREFORE, the Grantor has executed this Easement for no monetary consideration but for the purpose of ensuring compliance with a Plan approved in accordance with Montgomery County law and placement of appropriate measures for the long-term protection of conservation areas in accordance with Montgomery County Code, Section 22A-12(h)(2). The Grantor does hereby grant and convey unto the Planning Board, in perpetuity, an easement on the Property of the size and location described in Exhibit B attached hereto and incorporated by reference into the terms of this Easement, and further described on the applicable record plat(s), of the nature and character described herein. This Easement constitutes a covenant real running with the title of the land and is granted to preserve, protect, and maintain the general topography and natural character of the land. The Grantor does hereby waive any challenge to the validity of this Easement whether or not shown on a plat. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

1. The foregoing recitals are agreed to and incorporated herein and shall be binding upon the Grantor.

2. No living trees or shrubs (of any size or type) shall be cut down, removed, or destroyed without prior written consent from the Planning Director. Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to the Planning Director, unless such notice is not practical in an emergency situation or removal

Grantor Initials WDS

of trees is undertaken pursuant to a forest management plan approved by the Planning Director.

3. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of an approved forest management plan. Noxious weeds (limited to those weeds defined as "noxious" under Maryland State or Montgomery County laws or regulations and "exotic or invasive plants" in the Montgomery County *Trees Technical Manual*) may be removed as required by law, but the method of removal must be consistent with the limitations contained within this Easement. Vegetation removal shall be limited to noxious weeds and exotic and invasive plants only, and protective measures must be taken to protect nearby trees and shrubs.

4. No mowing, agricultural activities, or cultivation shall occur. Grantor may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Maryland.

5. Nothing in this Easement precludes activities necessary to implement afforestation or reforestation efforts pursued pursuant to an approved forest conservation plan or maintenance agreement implemented under Chapters 19 or 22A of the Montgomery County Code.

6. The following activities may not occur at any time within the Easement area:

- a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
- b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment, and retaining walls.
- c. Construction of any roadway or private drive.
- d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).
- e. Industrial or commercial activities.
- f. Timber cutting, unless conducted pursuant to an approved forest management plan approved by the Planning Director and the Department of Natural Resources for the State of Maryland.
- g. Location of any component of a septic system or wells.

Grantor Initials WDP

- h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand, and other materials.
- i. Diking, dredging, filling, or removal of wetlands.
- j. Pasturing of livestock (including horses) and storage of manure or any other effluent.
- k. Stream alteration.

7. Nothing in this Easement shall prevent construction or maintenance of stormwater structures and/or facilities or other utilities, including, but not limited to water and sewer lines, on, over, or under the Easement area, if said structures, facilities, or utilities are (i) shown on the approved Plan and (ii) approved by the appropriate governing bodies or agencies in accordance with applicable laws and regulations.

8. No dumping of unsightly or offensive material, including trash, ashes, sawdust, or grass clippings shall occur within the Easement area. Natural biodegradable materials may be allowed in a properly located, designed, managed, and maintained compost pile, provided the activity does not damage adjacent trees. Upon prior written approval of the Planning Director, suitable heavy fill and other stabilization measures may be placed to control and prevent erosion, provided that the fill is covered by arable soil or humus and properly stabilized.

9. Fences consistent with the purposes of the Easement may be erected within the Easement area if shown on the Plan or only after written approval from the Planning Director.

10. Unpaved paths or trails consistent with the purposes of the Easement may be created only after written approval from the Planning Director. Other paths or trails may be allowed only if shown on the Plan.

11. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the land within the Easement area.

12. Grantor authorizes Planning Board representatives to enter the Property and Easement area at their own risk and at reasonable hours for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, successors, or assigns, have complied with the restrictions, conditions, and easements established herein. This Easement does not convey to the general public the right to enter the Property or Easement area for any purpose. This Easement does not restrict or enlarge access to the general public in common open space held under community or homeowner association control beyond any access rights created by applicable community or homeowner association covenants and by-laws.

Grantor Initials WDS

13. The Grantor does hereby waive any challenge to the validity of this Easement in the event it is not shown on a plat, and Grantor agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any possessory or equitable interest in the Property is conveyed.

14. No failure on the part of the Planning Board to enforce any covenant or provision herein shall waive the Planning Board's right to enforce any covenant within this Easement.

15. Upon finding a violation of any of the restrictions, conditions, covenants, and easements established by this Easement, the Planning Director and the Planning Board shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The Planning Board also may seek injunctive or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if the Planning Board successfully seeks judicial relief.

16. All written notices required by this Easement shall be sent to the Planning Director, M-NCPPC, 8787 Georgia Avenue, Silver Spring, Maryland 20910.

The terms of this Conservation Easement shall be in addition to any local, State or Federal laws imposing restrictions on the Property and any real estate interests imposing restrictions to the Property. The parties hereto acknowledge that part of the Property encumbered hereby has been previously encumbered by by an Agricultural Land Preservation Easement (ALPE) in favor of the State of Maryland, to the use of the Department of Agriculture, on behalf of the Maryland Agricultural Land Preservation Foundation (MALPF), as more particularly described in the ALPE. It is the intent of the parties hereto to maintain the agricultural integrity of the land and to comply with Maryland statutes, regulations and policies regarding said ALPE in addition to the terms of this easement.

TO HAVE AND TO HOLD unto the Planning Board, its successors and assigns forever, this Grant shall be binding upon the heirs, successors and assigns of the Grantor in perpetuity and shall constitute a covenant real running with the title of the Property.

[SIGNATURE PAGE FOLLOWS]

 3/28/18

Approved for legal sufficiency
Office of the General Counsel, MNCPPC

Grantor Initials 

IN WITNESS WHEREOF, Grantor has caused to be executed this Easement to be signed by itself or its duly authorized officer as of this 14 day of December, 2017.

WITNESS: [Signature]

GRANTOR: W. Drew Stabler

Type: Name
Organization (if applicable)
Address
Contact phone number

STATE OF MARYLAND

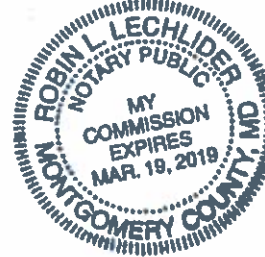
COUNTY OF Montgomery to wit:

I HEREBY CERTIFY that on this 14 day of December 2017 before me, a Notary Public in and for the State and County aforesaid, personally appeared W. Drew Stabler, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
[Signature]

My Commission Expires: March 19, 2019

[NOTARIAL SEAL]

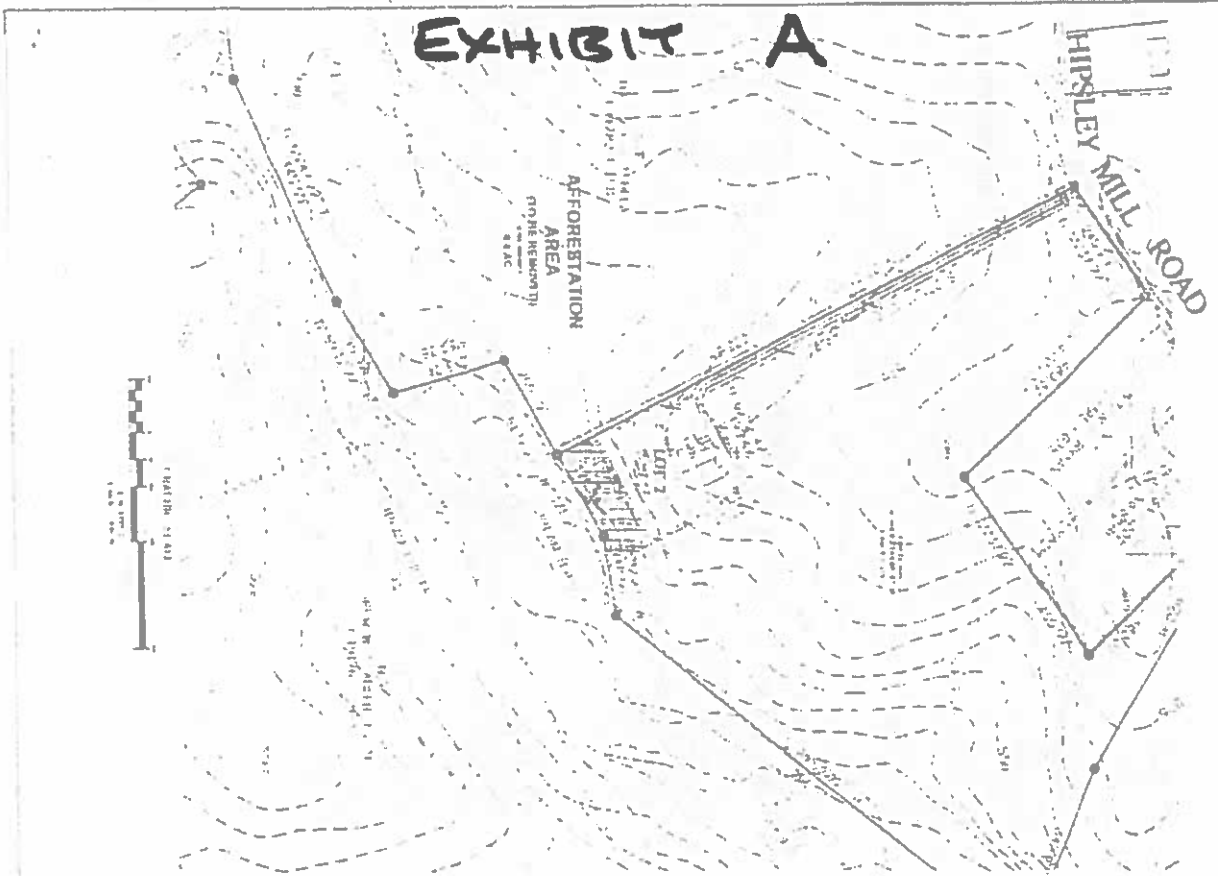


ATTORNEY CERTIFICATION

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
Robert E. Gough

EXHIBIT A



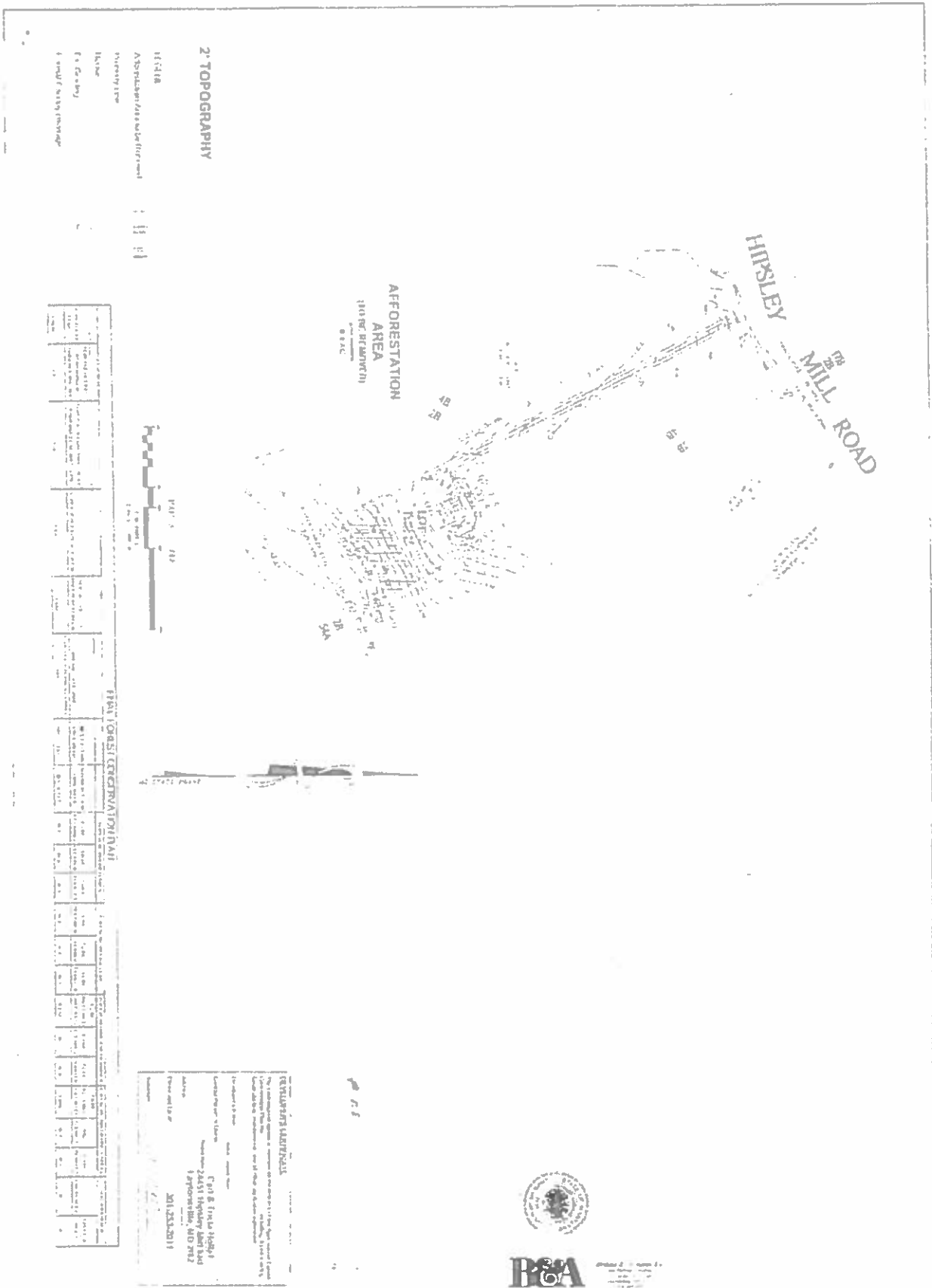
- NOTES**
1. All lots shown on this map are shown as per the original survey.
 2. All lots shown on this map are shown as per the original survey.
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- LIST OF ABBREVIATIONS**
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 - 9. All lots shown on this map are shown as per the original survey.
 - 10. All lots shown on this map are shown as per the original survey.

NO.	DESCRIPTION	ACRES
1	Lot 1	1.23
2	Lot 2	1.23
3	Lot 3	1.23
4	Lot 4	1.23
5	Lot 5	1.23
6	Lot 6	1.23
7	Lot 7	1.23
8	Lot 8	1.23
9	Lot 9	1.23
10	Lot 10	1.23



PREPARED BY:
 CAROL & MICHAEL
 70000 Highway 100
 Gaithersburg, MD 20878
 301.281.1000





FINAL FOREST CONSERVATION PLAN

Lot No.	Area (Ac.)	Use	Notes
1	1.25	Forest	
2	1.25	Forest	
3	1.25	Forest	
4	1.25	Forest	
5	1.25	Forest	
6	1.25	Forest	
7	1.25	Forest	
8	1.25	Forest	
9	1.25	Forest	
10	1.25	Forest	
11	1.25	Forest	
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47	1.25	Forest	
48	1.25	Forest	
49	1.25	Forest	
50	1.25	Forest	

REVISIONS

1. Initial Plan

2. Final Plan

3. Final Plan

4. Final Plan

5. Final Plan

6. Final Plan

7. Final Plan

8. Final Plan

9. Final Plan

10. Final Plan

11. Final Plan

12. Final Plan

13. Final Plan

14. Final Plan

15. Final Plan

16. Final Plan

17. Final Plan

18. Final Plan

19. Final Plan

20. Final Plan

21. Final Plan

22. Final Plan

23. Final Plan

24. Final Plan

25. Final Plan

26. Final Plan

27. Final Plan

28. Final Plan

29. Final Plan

30. Final Plan

31. Final Plan

32. Final Plan

33. Final Plan

34. Final Plan

35. Final Plan

36. Final Plan

37. Final Plan

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39. Final Plan

40. Final Plan

41. Final Plan

42. Final Plan

43. Final Plan

44. Final Plan

45. Final Plan

46. Final Plan

47. Final Plan

48. Final Plan

49. Final Plan

50. Final Plan



B&A

EXHIBIT B

Parcel Identification Number 00001152

DESCRIPTION OF EASEMENT AREA

Being a piece or portion of land hereinafter described in, through, over and across that property described in a Corrective and Confirmatory Deed between W. Drew Stabler and Patricia M. Stabler and Fred Cunningham Lechliden and Robin Stabler Lechliden, dated August 10, 2006 and recorded in Liber 32880 at folio 714 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

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04.18.16

Date **Russell E. Reese, Registered Professional Land Surveyor MD No. 11014**
License Expires 08.24.16



SCHEDULE B

1" = 200'



N/F
W. DREW STABLER, ET AL.
L.36971 F.369

LOT 2
ETCHISON
PLAT No 22734

N/F
W. DREW STABLER
L 36886 F.001

N/F
W DREW STABLER, ET AL
"PARCEL 777"
L 32880 F. 714

EASEMENT AREA

87,120 S.F.
2,000 ACRES

POINT OF BEGINNING
FOR DESCRIPTION

N/F
W. DREW STABLER, ET AL.
"PARCEL 222"
L.32880 F. 714



MADDOX
Engineers & Surveyors, Inc.
3204 Tower Oaks Boulevard, Suite 200-A, Rockville, MD 20852
(301) 762-9001 www.maddoxinc.com

MADDOX PROJECT No.02002

ATTACHMENT 3

BRIAN E. FROSH
Attorney General

ELIZABETH F. HARRIS
Chief Deputy Attorney General

CAROLYN QUATTROCKI
Deputy Attorney General



THOMAS F. FILBERT
Assistant Attorney General

JUSTIN P. HAYES
Assistant Attorney General

CYNTHIA SPIRT
Assistant Attorney General

THE ATTORNEY GENERAL

DEPARTMENT OF AGRICULTURE
50 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401
(410) 841-5883
Facsimile (410) 841-5914

RECEIVED
M-NG/PC

JAN 22 2019

Montgomery County
Planning Department

January 17, 2019

Ms. Gwen Wright, Director
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910

RE: Maryland Agricultural Land Preservation Foundation – Easement No. 15-01-03 (the “Conservation Easement”); Request for Retroactive Approval for Conservation Deed of Easement Overlay

Dear Ms. Wright:

This Office represents the Maryland Agricultural Land Preservation Foundation (the “Foundation”). By deed dated April 28, 2003, W. Drew Stabler, Patricia M. Stabler, Fred Cunningham Lechluder and Robin Stabler Lichlider (the “Grantors”) conveyed the above-referenced Conservation Easement to the Foundation to preserve agricultural land in Montgomery County. A copy of the Conservation Easement is attached as Exhibit “A”. The Conservation Easement provides that “[u]nless written approval is first obtained from the [Foundation], no easement or other restriction may be granted to any person or government agency in land subject to this deed of easement.” Exhibit “A” at 8.

By deed recorded November 15, 2012, the Grantors conveyed a Conservation Deed of Easement (the “Category I Easement”) to the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (the “Commission”). A copy of the Category I Easement is attached as Exhibit “B”.

The Foundation did not provide written approval for the Category I Easement. Accordingly, the Foundation required the Grantors to seek retroactive approval for the Category I Easement. On May 5, 2015, the Foundation retroactively approved the Category I Easement, requiring additional language to the instrument that acknowledges the Foundation’s Conservation Easement. A copy of the Foundation’s May 5, 2015 letter is attached as Exhibit “C”.

I understand that the Grantors have been working with the Commission to record a new Category I Easement that satisfies the Foundation’s May 5, 2015 approval. According to Staff at

the Montgomery County Agricultural Preservation Advisory Board, the Grantors' attorney, Lewis Schumman, requests that the original Category I Easement be voided and released before the revised document is granted and recorded. Therefore, the Foundation respectfully requests that the Commission void and release the original Category I Easement. This can occur by a separate recording in the Land Records for Montgomery County. Alternatively, language may be added to the revised and conforming Category I Easement stating that the original instrument recorded on November 15, 2012 is void.

Thank you for working with the Grantors to record a revised Category I Easement that satisfies the requirements of the Foundation's Conservation Easement. If I can provide any additional information you may need regarding this request, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Justin P. Hayes". The signature is written in a cursive, slightly slanted style.

Justin P. Hayes
Assistant Attorney General

Enclosures:

Exhibit A
Exhibit B
Exhibit C

cc: Michelle Cable, MALPF Executive Director
Josh Penn, Planning Area 3/Agricultural Reserve
Mike Scheffel, Office of Agricultural Services, Montgomery County
Nancy-Russell Forrester, AAG, DGS

23732 528

2003 APR 30 P 1:37 PM

FILED
MONTGOMERY COUNTY CLERK
APR 30 2003

MONTGOMERY COUNTY, MD
APPROVED BY [Signature]

APR 29 2003

DGS FILE No. 15-01-01-03

~~\$ [Signature] RECORDATION TAX PAID~~
~~\$ [Signature] TRANSFER TAX PAID~~

THIS DEED OF EASEMENT made this 29th day of April, 2003, by and between W. Drew Stabler, Patricia M. Stabler, Fred Cunningham Lechlida, and Robin Stabler Lechlida, parties of the first part, Grantor, James D. Aird, Trustee and MidAtlantic Farm Credit, ACA, Beneficiary parties of the second part, 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.

† LECHLIDER

RECORDING FEE 0.00
TR TAX STATE 0.00
TOTAL 0.00
Res#005 Rcpt#999999
MQR BKH Bk#10521
Apr 30, 2003 01:38 PM

WITNESSETH:

WHEREAS, Title 2 of Subtitle 5 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 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 Six Hundred Forty Four Thousand Six Hundred Ninety Seven Dollars and 52 Cents (\$644,697.52) 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 the First

AGRICULTURE TRANSFER TAX IN THE AMOUNT OF \$ NA
SIGNATURE [Signature]

-1-

RECEIVED FOR TRANS
State Department of
Assessments & Taxation
for Montgomery County

[Signature] "No CARD"

EXHIBIT
"A"

04-28-03

Election District of Montgomery County, Maryland and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

BEING part of the same land which by Deed dated May 3, 2001 and recorded among the Land Records of Montgomery County in Liber 19176 folio 573 was granted and conveyed to W. Drew Stabler, Patricia M. Stabler, Fred Cunningham ~~Lechlider~~, and Robin Stabler ~~Lechlider~~.
~~LECHLIDER~~ ~~LECHLIDER~~

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 above described land and are to be deemed and construed as real covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

- A. Subject to the reservations hereinafter contained, the Grantor for the Grantor, the heirs, personal representatives, successors and assigns of the Grantor, covenants and agrees as follows:
- (1) (a) Except as otherwise provided in this instrument, the above described land is restricted solely to agricultural use and may not be used for any commercial, industrial, or residential use or purpose.

(b) As a personal covenant only and one that is not intended to run with the land, the Grantee, on written application from the Grantor, shall release free of easement restrictions only for the Grantor who originally sold this easement, 1 acre or less for the purpose of constructing a dwelling house for the use only of the Grantor, or the Grantor's child (hereinafter referred to as "the Child's lot") subject to the following conditions:

(i) The total number of lots allowed to be released under this paragraph may not exceed 10 lots of 1 acre or less at a maximum of not more than 1 lot for each 20 acres or portion thereof;

(ii) 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 have the right to approve the location and configuration of the parcel(s) so conveyed; it being the intent that the agricultural use of the property not be impaired by said partitions;

(iii) Before any conveyance or release, the Grantor and the partner, (or the child, if there is a conveyance to a child), shall agree not to subdivide further any acreage 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

- (iv) If, while the above described land was in an agricultural preservation district, the Foundation released free of the district's restrictions for a person owning that land, 1 acre or less for the purpose of constructing a dwelling house for the use of that Grantor's partner, or the partner's child, the Grantee may not release free of easement restrictions for the Grantor, or its partners, an additional lot for the same purpose; for each lot that the Grantor or its partners had excluded from the district's restrictions for this purpose, the number of lots that the Grantor otherwise would be entitled to have released under paragraph (1)(b) is reduced by one.
- (v) Subject to the requirements of this paragraph 1(b), the Grantors W. Drew Stabler, Patricia M. Stabler, Fred Cunningham ~~Lechilder~~, and ~~LECHLIDER~~ Robin Stabler ~~Lechilder~~ agree that they are not each respectively ~~LECHLIDER~~ eligible for release of a Grantor's lot, but together are eligible to release of only one Grantor's lot that may be used only as a residence by any or all of the following individuals: Drew Stabler, Patricia M. Stabler, Fred Cunningham ~~Lechilder~~, and Robin Stabler ~~LECHLIDER~~ ~~Lechilder~~. The above Grantors further agree that the elibility to ~~LECHLIDER~~ have a Child's lot released as provided by this paragraph 1(b) , is

restricted and limited to a child only of Drew Stabler, Patricia M.

Stabler, Fred Cunningham ~~Lechider~~, and Robin Stabler ~~Lechider~~.
LECHIDER LECHIDER

(c) Application for Lot Exclusion. Before a lot may be released from an easement's restrictions for the construction of a dwelling house, the landowner shall submit an application to the Foundation that;

- (i) The landowner has signed;
- (ii) Contains a declaration that the lot and dwelling house are only for the use of the landowner or the landowner's child, whichever is the case (if the use is for the landowner's child, identify the child);
- (iii) 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;
- (iv) 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;
- (v) Includes a survey plat or tax map on which the precise location of the proposed lot is noted.

(d) After certifying that the landowner or child of the landowner has met the

conditions provided in subsections (a) and (b) of this section, the Foundation shall issue a Preliminary Release which shall:

- (i) Become final when the Foundation receives and certifies a non-transferrable building permit in the name of the landowner (or child of the landowner if the proposed lot is intended for the landowner's child's use) for the construction of a dwelling house; or
 - (ii) Become void upon the death of the person for whose benefit the release was intended if the Foundation has not yet received a building permit as provided in this regulation.
- (e) 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.

The limitations set forth under paragraph (1)(b) that the maximum lot size be 1 acre or less is increased to 2 acres or less if the circumstances described in Agriculture Article, Section 2-513, Annotated Code of Maryland, exist.

The right reserved to the Grantor under paragraph (1)(b) belongs only to the Grantor who originally sold this easement and may be exercised only by the Grantor named in the instrument.

- (f) The Grantor may construct housing for tenants fully engaged in operation

of the farm, but this construction may not exceed 1 tenant house per 100 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 original parcel.

- (g) The land subject to this Deed of Easement may not be subdivided for any purpose including subdivision, off conveyance and the movement of boundary lines unless written approval first has been obtained from the Grantee.
- (h) No development rights from the above described tract(s) or parcel(s) may be transferred to another area, or to another person, or to a political subdivision. Further, the parties hereto recognize that prior hereto, a Transfer of Development Rights (TDR) Easement was granted to Montgomery County, Maryland, retaining six (6) TDRs on the within described land. Notwithstanding that reservation, the Grantor shall not transfer any of the six (6) retained TDRs to another area, person or political subdivision. Grantor agrees that it shall not be permitted to develop the within described property based on the six (6) retained TDRs, except for that which the Grantee has given approval in accordance with Paragraphs (1) (b) and (1) (c) herein.

- (i) On written request to the Grantee, the Grantor 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 by a land survey and recordation provided at the expense of the Grantor or Grantor's personal representatives, successors or assigns. However, before any exclusion is granted, the Grantor 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.
 - (j) No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established in the above described land for any commercial, industrial or residential use without the Grantee's express permission.
 - (k) Unless written approval is first obtained from the Grantee, no easement or other restriction may be granted to any person or government agency in land subject to this deed of easement.
- (2) No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land herein described; 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 property 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 property's sale or rental.
- (3) No ashes, sawdust, bark, trash, rubbish or any other material may be dumped on the above described land; provided, however, the Grantor reserves the right to dump any material which is for regular agricultural use.

The Grantor reserves the right to use the above described land for any farm use, and to carry on all normal farming practices, including the operation at any time of any machinery used in farm production or the primary processing of any agricultural products; the right to conduct upon the said land any agricultural operation which is in accordance with good husbandry practices and which does not cause bodily injury or directly endanger human health, including any operation directly relating to the processing, storage, or sale of farm, agricultural or woodland products produced on the said above described land.

- B. And the parties, for themselves, their personal representatives, successors and assigns, further covenant and agree as follows:
- (1) The above described 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.

- (2) 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.
- (3) The Grantor shall implement a forest management plan demonstrating proper forest management techniques if 50% or more of the acreage contained in the property consists of woodland.
- (4) The Grantee or its authorized representative shall have the right to enter on the above described 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 shall have no right to inspect the interior of any structures on the above described land.

- (5) If the easement or any covenant, condition, limitation or restriction 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; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions herein contained.
- (6) 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.
- (7) This easement does not grant the public any right to access or any right of use of the above described land.
- (8) Nothing herein contained shall relieve the Grantor, the Grantor's personal representatives, successors or assigns of the obligation to pay real estate taxes.
- (9) This easement shall be in perpetuity, or for so long as profitable farming is feasible on the Grantor's land and may be released only by the Grantee as

provided by Agriculture Article, Section 2-514, Annotated Code of Maryland.

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.

Miscellaneous Provisions

- A. 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.
- B. 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.
- C. 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.
- D. Notwithstanding any provision herein to the contrary, the two (2) dwellings

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.

SUBORDINATION PROVISION

James D. Aird, in his capacity as Trustees under a Deed of Trust dated October 17, 2000 and recorded among the aforesaid Land Records in Liber No. 18489, Page 437, hereby join in the execution of this Deed of Easement together with MidAtlantic Farm Credit, ACA, Beneficiary named in said Deed of Trust, for the sole purpose of agreeing to subordinate and do hereby subordinate the lien of the referenced Deed of Trust to this Deed of Easement.

AS WITNESS the hands and seals of the Grantor, Trustees and Beneficiary.

WITNESS/ATTEST:

Carl R. Holland ^{TR}

W. Drew Stabler (SEAL)
W. Drew Stabler

Carl R. Holland ^{TR}

Patricia M. Stabler (SEAL)
Patricia M. Stabler

Carl R. Holland ^{TR}

Fred Cunningham Lechlides (SEAL)
Fred Cunningham Lechlides LECHLIDER

Carl R. Holland ^{TR}

Robin Stabler Lechlides (SEAL)
Robin Stabler Lechlides LECHLIDER

James D. Aird

James D. Aird (SEAL)
James D. Aird

MidAtlantic Farm Credit, ACA

James D. Aird

By: James D. Aird (SEAL)
Name: JAMES D AIRD
Title: Senior Vice President

STATE OF MARYLAND, COUNTY OF Montgomery, To Wit:

I HEREBY CERTIFY that, on this 17th day of April, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred Cunningham ~~Lechlider~~, 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.

* LECHLIDER

AS WITNESS my hand and Notarial Seal.

Ryan A. Holland

Notary Public

My Commission Expires: 3/1/2005

STATE OF MARYLAND, COUNTY OF Montgomery, To Wit:

I HEREBY CERTIFY that, on this 17th day of April, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robin Stabler ~~Lechlider~~, 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.

* LECHLIDER

AS WITNESS my hand and Notarial Seal.

Ryan A. Holland

Notary Public

My Commission Expires: 3/1/2005

STATE OF MARYLAND, COUNTY OF Montgomery, To Wit:

I HEREBY CERTIFY that, on this 17th day of April, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Drew Stabler, 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.

Dore A. Holland
Notary Public
My Commission Expires: 3/1/2005

STATE OF MARYLAND, COUNTY OF Montgomery, To Wit:

I HEREBY CERTIFY that, on this 17th day of April, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Patricia M. Stabler, 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.

Dore A. Holland
Notary Public
My Commission Expires: 3/1/2005

STATE OF MARYLAND, COUNTY OF Washington, To Wit:

I HEREBY CERTIFY that, on this 26th day of March, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James D. Aird, who acknowledged himself to be the Trustee under a certain Deed of Trust dated October 17, 2000, for the benefit of MidAtlantic Farm Credit, ACA, Beneficiary, and as such being authorized so to do, executed the foregoing Deed of Easement for the

purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Sharon E Fraley
Notary Public
My Commission Expires: _____

SHARON E. FRALEY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 30, 2006

STATE OF MARYLAND, COUNTY OF Washington, To Wit:

I HEREBY CERTIFY that, on this 26th day of March, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James D. Aird, who acknowledged himself/herself to be the (Vice)-President of MidAtlantic Farm Credit, ACA, a corporation, and as such being authorized so to do executed the foregoing Deed of Easement for the purposes therein contained by signing the name of the corporation by himself/herself as (Vice)- President.

AS WITNESS my hand and Notarial Seal.

Sharon E Fraley
Notary Public
My Commission Expires: _____

SHARON E. FRALEY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 30, 2006

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

Nancy H. Russell-Forrester
Nancy H. Russell-Forrester
Maryland Assistant Attorney General

23732 544

EXHIBIT A Page 1 of 4

Parcel Identification Number: 00001141

TI N/A

DESCRIPTION OF PROPERTY
PARCEL 600
TAX MAP GW62
Election District No. 1
Montgomery County, Maryland

Being a piece or portion of that land described in a deed of gift by W. Drew Stabler and Patricia M. Stabler unto Fred Cunningham Lechliden and Robin Stabler Lechliden dated May 3, 2001 and recorded in Liber 19176 at Folio 573 among the Land Records of Montgomery County, Maryland, it also being a piece or portion of that land described as a first parcel in a deed of trust by and between W. Drew Stabler, Patricia M. Stabler and Robert N. Stabler, Betsy A. Stabler dated October 17, 2000 and recorded in Liber 18489 at Folio 442 among the aforesaid Land Records, and being more particularly described as follows

Beginning for the same at an iron pipe found on the southeasterly side of Hipsley Mill Road (16' wide asphalt), said pipe also being on the southerly line of a 350 feet wide Right-Of-Way granted to Potomac Electric Power Company by Janet Bryan Argenbright by deed dated October 19, 1973 and recorded in Liber 4459 at Folio 545 among the aforesaid Land Records, thence leaving the southeasterly side of Hipsley Mill Road and running with the said southerly Right-Of-Way line

- 1.) South 58° 43' 07" East 620.31 feet to an iron pipe with identification cap bearing corporate identification number 259 (hereinafter referred to as "standard marker") set, thence still with said Right-Of-Way line
- 2.) South 67° 01' 03" East 345.97 feet to a standard marker set on the third line of the first parcel aforesaid, thence running with the outlines of the said first parcel, reversed, as now surveyed
- 3.) South 39° 02' 22" West 960.71 feet to a standard marker set, thence
- 4.) South 82° 02' 22" West 148.50 feet to a standard marker set, thence
- 5.) South 61° 17' 22" West 170.86 feet to a standard marker set, thence
- 6.) North 27° 01' 13" West 1,076.65 feet to a standard marker set on the southeasterly side of Hipsley Mill Road (16' wide asphalt), thence running within the roadway and still with the outlines of said first parcel

EXHIBIT A Page 2 of 4

- 7.) North 55° 37' 22" East 240.20 feet to a P.K. nail set in the pavement of Hipsley Mill Road, thence leaving the roadway and running with the southerly and easterly boundary lines of a described conveyance from Walter Tarlton Bryan unto Walter Tarlton Bryan and Eunice Bryan by deed dated August 29, 1979 and recorded in Liber 5395 at Folio 638 among the aforesaid Land Records, as now surveyed
- 8.) South 44° 04' 03" East 480.32 feet to a standard marker set, thence
- 9.) North 55° 37' 22" East 400.00 feet to a standard marker set at the northeasterly corner of Lot 1 in the subdivision record plat entitled, "Argenbright's Addition to Etchison," recorded as plat number 8019 among the aforesaid Land Records, thence running with the northerly line of said Lot 1, as now surveyed
- 10.) North 44° 04' 03" West 460.00 feet to the place of beginning containing 788,149 square feet, or 18.0934 acres of land, more or less, as surveyed by Maddox Engineers and Surveyors, Inc. July, 2002. Maddox Project No. 02002

Certified Correct: _____

Russell E. Reese, Registered Professional Land Surveyor MD No. 11014

EXHIBIT A Page 3 of 4

Parcel Identification Number: 00001152

DESCRIPTION OF PROPERTY
PARCEL 777
TAX MAP GW62
Election District No. 1
Montgomery County, Maryland

Being a piece or portion of that land described in a deed of gift by W. Drew Stabler and Patricia M. Stabler unto Fred Cunningham Lechlider and Robin Stabler Lechlider dated May 3, 2001 and recorded in Liber 19176 at Folio 573 among the Land Records of Montgomery County, Maryland, it also being a piece or portion of that land described as a second parcel in a deed of trust by and between W. Drew Stabler, Patricia M. Stabler and Robert N. Stabler, Betsy A. Stabler dated October 17, 2000 and recorded in Liber 18489 at Folio 442 among the aforesaid Land Records, and being more particularly described as follows

Beginning for the same at an iron pipe with identification cap bearing corporate identification number 259 (hereinafter referred to as "standard marker") set on the twentieth or South 42 1/4° West 73 1/2 perch line of the aforesaid second parcel, said point also being on the southerly line of a 350 feet wide Right-Of-Way granted to Potomac Electric Power Company by Janet Bryan Argenbright by deed dated October 19, 1973 and recorded in Liber 4459 at Folio 545 among the aforesaid Land Records, thence leaving said twentieth line and running with the said southerly Right-Of-Way line

- 1.) South 67° 01' 03" East 1,471.15 feet to a standard marker set, thence
- 2.) South 53° 44' 29" East 1,679.24 feet to a standard marker set, thence
- 3.) South 57° 56' 56" East 19.34 feet to a standard marker set on the ninth or North 73° East 24 perch line of the said second parcel, thence leaving the said southerly Right-Of-Way and running with the outlines of the said second parcel, reversed, as now surveyed
- 4.) South 70° 40' 04" West 388.09 feet to a standard marker set, thence
- 5.) South 18° 40' 04" West 436.04 feet to a standard marker set, thence
- 6.) South 49° 07' 37" West 467.92 feet to a standard marker set, passing over an iron pipe found at the end of 465.12 feet, thence running with a line of occupation, as now surveyed

EXHIBIT A Page 4 of 4

- 7.) South 58° 13' 39" West 689.96 feet to an axel found at a corner fence post, thence running with a line of occupation
- 8.) North 60° 21' 01" West 613.80 feet to a standard marker set, thence still with the line of occupation
- 9.) North 60° 30' 50" West 422.79 feet to a standard marker set, thence still with the line of occupation
- 10.) North 63° 58' 03" West 268.32 feet to a standard marker set, passing over a standard marker set at the end of 244.88 feet, thence still with the line of occupation
- 11.) North 62° 50' 50" West 55.87 feet to a standard marker set, thence still with a line of occupation
- 12.) South 84° 52' 47" West 952.63 feet to a standard marker set, thence
- 13.) North 36° 51' 40" West 904.25 feet to a standard marker set, thence
- 14.) South 54° 08' 20" West 810.83 feet to a standard marker set, thence
- 15.) North 44° 42' 38" West 617.30 feet to a standard marker set, thence
- 16.) North 83° 47' 22" East 907.50 feet to a standard marker set, thence
- 17.) North 65° 47' 22" East 445.50 feet to a standard marker set, thence
- 18.) North 59° 17' 22" East 196.32 feet to a standard marker set, thence
- 19.) North 15° 57' 38" West 213.74 feet to a standard marker set, thence
- 20.) North 61° 17' 22" East 371.25 feet to a standard marker set, passing over a standard marker set at the end of 200.39 feet, thence
- 21.) North 82° 02' 22" East 148.50 to a standard marker set, thence
- 22.) North 39° 02' 22" East 960.71 feet to the place of beginning containing 6,593,261 square feet, or 151.3605 acres of land, more or less, as surveyed by Maddox Engineers and Surveyors, Inc. July, 2002. Maddox Project No. 02002

Certified Correct:

Russell E. Reese, Registered Professional Land Surveyor MD No. 11014

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 23732, p. 0548, MSA_CE63_23686. Date available 02/27/2004. Printed 01/11/2019.

J. JOSEPH CURRAN, JR.
ATTORNEY GENERAL

CARMEN M. SHEPARD
DONNA HILL STATON
DEPUTY ATTORNEYS GENERAL

OFFICE OF

23732

548



JULIA P. DAVIS
ASSISTANT ATTORNEY GENERAL
COUNSEL TO THE
DEPARTMENT OF GENERAL SERVICES

JOHN H. THORNTON
DEPUTY COUNSEL

ROBERT S. ABRAHAMS
SALLY A. LOWE
MARTHA A. DELEA

NANCY H. RUSSELL-FORRESTER
ASSISTANT ATTORNEYS GENERAL

THE ATTORNEY GENERAL

DEPARTMENT OF GENERAL SERVICES

300 W. PRESTON STREET, ROOM 201
BALTIMORE, MARYLAND 21201
410 767-4990
410 767-4992
410 333-7654 (FAX)

DATE: March 31, 2003

MEMO TO CLERK, CIRCUIT COURT OF MONTGOMERY COUNTY:

FROM: Nancy H. Russell-Forrester, Assistant Attorney General *NHF*

RE: RECORDATION OF ATTACHED INSTRUMENT(S)

Attached, please find the following instruments to be recorded among the Land Records of Montgomery County:

- 1. Deed of Easement

Either the State, or one of its instrumentalities, is a grantee in the instrument, and as such, is not required to pay the Recordation fee or the Real Property Records Improvement Fund Surcharge.*

The Department of Agriculture is a department of the State of Maryland pursuant to the following statutory authority:

Md. Ann. Code, Agriculture Article, Section 2-101

The Maryland Agricultural Land Preservation Foundation is an instrumentality of the State of Maryland pursuant to the following statutory authority:

Md. Ann. Code, Agriculture Article, Section 2-502.

*See Letter of Advice dated December 21, 2001 from Julia Andrew, Assistant Attorney General

45323

013

Tax ID# 01-00001152

CONSERVATION DEED OF EASEMENT ("Easement")
Category I
DEFINITIONS

Grantor: W. Drew Stabler, Fred Cunningham Lechluder and Robin Stabler Lechluder, Fee simple owner of the 151.36 acre parcel, P777as recorded in the Montgomery County Land Records l.37520 f. 72:

Grantee: Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission ("Commission").

Property: Parcel 777, Tax Map GW63, Recorded among the Land Records of Montgomery County, Maryland as liber 37520 folio 72

Planning Board: Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission.

Planning Director: Director of the Montgomery County Planning Department of the Maryland-National Capital Park and Planning Commission, Montgomery County, or the Director's designee.

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

NOV 14 2012

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

Exhibit A:

Description and sketch of the easement over and across property.

WITNESSETH

The Easement reflects a grant of easement by Grantor to the Grantee.

WHEREAS, the location of this Easement is as shown on Exhibit A attached hereto and incorporated by reference into the terms of this Easement; and

WHEREAS, the purpose of this Easement is to protect existing and future forest cover; individual trees; streams and adjacent buffer areas, wetlands and other sensitive natural features; and to maintain existing natural conditions to protect plant habitats, water quality and wildlife; and

WHEREAS, the purpose includes preservation of the natural beauty of the Property subject to the easement, and prevention of any alteration, construction or destruction that will tend to mar or detract from such natural beauty; and

Grantor Initials [Signature]

EXHIBIT
"B"

2012 NOV 15 AM 9:00

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD

RECORDED
NOV 15 2012
40.00
29.00
69.00
Recpt # 89131
Bill # 4530
08:55 AM

40
20
[Signature]

WHEREAS, the purpose also includes the protection and preservation of natural features within the area of the Easement which efforts are consistent with the terms and conditions of the approved Plan and applicable law; and

WHEREAS, the Grantor and Grantee (collectively referred to as the "Parties") intend for the conditions and covenants contained in this Easement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Property; and

WHEREAS, the Grantor intends that a servitude be placed upon the Property to create a conservation benefit in favor of the Planning Board.

NOW, THEREFORE, the Grantor has executed this Easement for no monetary consideration but for the purpose of ensuring compliance with development standards imposed in accordance with Montgomery County law as a condition of development approval. The Grantor does hereby grant and convey unto the Planning Board, in perpetuity, an easement on the Property of the size and location described in Exhibit A attached hereto and incorporated by reference into the terms of this Easement.. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve, protect and maintain the general topography and natural character of the land. The Grantor does hereby waive any challenge to the validity of this easement whether or not shown on a plat. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

- 1. The foregoing recitals are agreed to and incorporated herein and shall be binding upon the Grantor.
- 2. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed except:
 - a. With prior written consent from the Planning Director; or
 - b. Pursuant to a forest management plan prepared by a licensed forester and approved by the Planning Director and a timber harvest plan approved by Montgomery Soil Conservation District of the State of Maryland.

Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to the Planning Director, unless such notice is not practical in an emergency situation.

3. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of an approved forest management plan. Noxious weeds (limited to those weeds defined as "noxious" under Maryland State or Montgomery County laws or regulations and "exotic or invasive plants" in the Montgomery County *Trees Technical Manual*) may be removed as required by law, but the method of removal must be consistent with the limitations contained within this Easement. Vegetation removal shall be

Grantor Initials

JGJ
ABH

limited to noxious weeds only, exotic and invasive weeds only, and protective measures must be taken to protect nearby trees and shrubs.

4. No mowing, agricultural activities, or cultivation shall occur, except forestry silvicultural practices. Grantor may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Maryland.
5. Nothing in this Easement precludes activities necessary to implement an afforestation or reforestation efforts pursued pursuant to an approved forest conservation plan or maintenance agreement implemented under Chapters 19 or 22A of the Montgomery County Code.
6. The following activities may not occur at any time within the Easement area:
 - a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
 - b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.
 - c. Construction of any roadway or private drive.
 - d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).
 - e. Industrial or commercial activities.
 - f. Timber cutting except as allowed under Paragraph 2 herein.
 - g. Location of any component of a septic system or wells.
 - h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.
 - i. Diking, dredging, filling or removal of wetlands.
 - j. Pasturing of livestock (including horses) and storage of manure or any other effluent.
 - k. Alteration of stream.

Grantor Initials

WAS
JGT
RDL

7. Nothing in this Easement shall prevent construction or maintenance of stormwater structures and/or facilities or other utilities, including, but not limited to water and sewer lines, on, over, or under the easement area, if said structures, facilities or utilities are (i) approved by the appropriate governing bodies or agencies in accordance with applicable laws and regulations.

8. No dumping of unsightly or offensive material, including trash, ashes, sawdust or grass clippings shall occur. Natural biodegradable materials may be allowed in a properly located, designed, managed and maintained compost pile, provided the activity does not damage adjacent trees. Upon prior written approval of the Planning Director, suitable heavy fill and other stabilization measures may be placed to control and prevent erosion, provided that the fill is covered by arable soil or humus and properly stabilized.

9. Fences consistent with the purposes of the Easement may be erected within the Easement area if shown on the FCP or only after written approval from the Planning Director.

10. Unpaved paths or trails consistent with the purposes of the Easement may be created only after written approval from the Planning Director.

11. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the land within the Easement.

12. Grantor authorizes Planning Board representatives to enter the Property and easement area at their own risk and at reasonable hours for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, successors or assigns have complied with the restrictions, conditions, and easements established herein. This Easement does not convey to the general public the right to enter the Property or easement area for any purpose. This Easement does not restrict or enlarge access to the general public in common open space held under community or homeowner association control beyond any access rights created by applicable community or homeowner association covenants and by-laws.

13. The Grantor does hereby waive any challenge to the validity of this Easement in the event it is not shown on a plat, and Grantor agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any possessory or equitable interest in the Property is conveyed.

14. No failure on the part of the Planning Board to enforce any covenant or provision herein shall waive the Planning Board's right to enforce any covenant within this Easement.

15. Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Easement, the Planning Board shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The Planning Board also may seek injunctive or other appropriate relief in any

Grantor Initials

[Handwritten initials]

court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if the Planning Board successfully seeks judicial relief.

16. All written notices required by this Easement shall be sent to the Planning Director, M-NCPPC, 8787 Georgia Avenue, Silver Spring, Maryland 20910.

TO HAVE AND TO HOLD unto the Planning Board, its successors and assigns forever, this Grant shall be binding upon the heirs, successors and assigns of the Grantor in perpetuity and shall constitute a covenant real running with the title of the Property.

[SIGNATURE PAGE FOLLOWS]

Christina Sonat 10/26/12
Approved for legal sufficiency
Office of the General Counsel, MNCPPC

Grantor Initials

*WDS
JCF
RSL*

45323 018

IN WITNESS WHEREOF, Grantor has caused to be executed this Easement to be signed by itself or its duly authorized officer as of this 5 day of MARCH, 2012

WITNESS:

[Signature]

GRANTOR:

~~W. Drew Stabler~~
Fred C. Lechler
Robert J. Shell

Type: Name
Organization (if applicable)
Address
Contact phone number

STATE OF MARYLAND

COUNTY OF Montgomery to wit:

I HEREBY CERTIFY that on this 5 day of March, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared W. Drew Stabler, Fred C. Lechler, Robert J. Shell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 3/22/13

[Signature: Ryan A. Holland]

[NOTARIAL SEAL]

After recording
return to:

Benning & Associates, Inc.
8933 Shady Grove Court
Gaithersburg, MD 20877

Grantor Initials

[Initials: WDS]

EXHIBIT A

Parcel Identification Number 00001152

DESCRIPTION OF EASEMENT AREA

Being a piece or portion of land hereinafter described in, through, over and across that property described in a Corrective and Confirmatory Deed between W. Drew Stabler and Patricia M. Stabler and Fred Cunningham Lechlida and Robin Stabler Lechlida, dated August 10, 2006 and recorded in Liber 32880 at folio 714 among the Land Records of Montgomery County, Maryland, and being more particularly described as follows

Beginning for the same at the end of the 13th or North 36° 51' 40" West 904.25 feet line of the property described as "Parcel 777" in the above referenced Corrective and Confirmatory Deed between W. Drew Stabler and Patricia M. Stabler and Fred Cunningham Lechlida and Robin Stabler Lechlida, dated August 10, 2006 and recorded in Liber 32880 at folio 714 among the aforesaid Land Records, thence leaving said line and crossing to include a portion of said property

1. **North 53° 08' 20" East 417.44 feet** to a point, thence
2. **South 36° 51' 40" East 208.70 feet** to a point, thence
3. **South 53° 08' 20" West 417.44 feet** to a point on the said 13th line, 208.70 feet from the end thereof, thence running with the remainder of said line
4. **North 36° 51' 40" West 208.70 feet** to the place of beginning, containing 87,120 square feet or 2.000 acres of land, more or less, as computed by Maddox Engineers & Surveyors, Inc. Maddox Proj. No. 02002.

A handwritten signature in black ink is written over a circular notary seal. The seal contains the text "MONTGOMERY COUNTY, MARYLAND" around the perimeter and "NOTARY PUBLIC" in the center. The date "2-21-12" is stamped across the seal.

SCHEDULE A

1" = 200'

45323 020

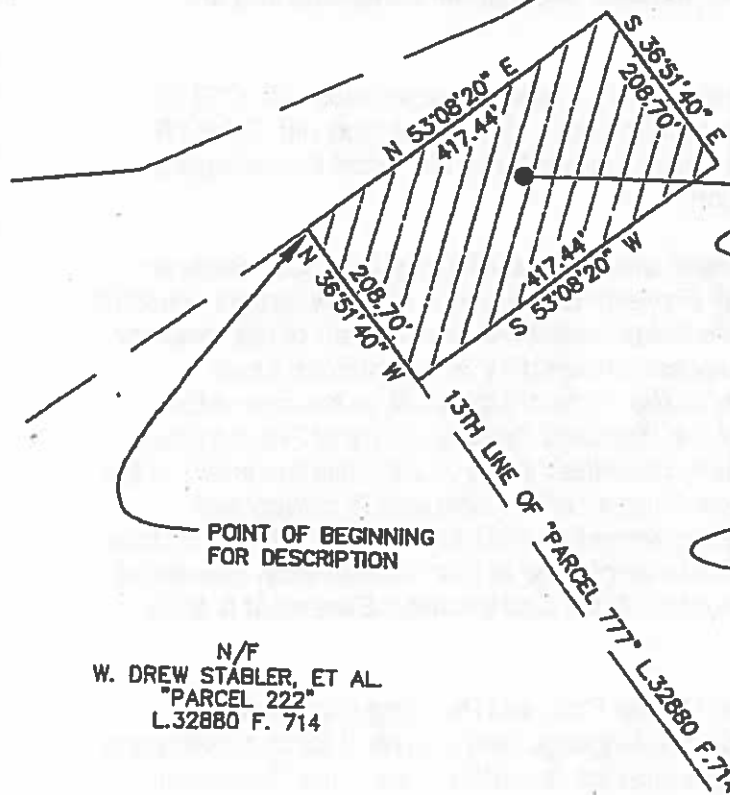


N/F
W. DREW STABLER, ET AL.
L.36971 F.369

LOT 2
ETCHISON
PLAT No.22734

N/F
W. DREW STABLER
L.36886 F.001

N/F
W. DREW STABLER, ET AL.
"PARCEL 777"
L.32880 F. 714



EASEMENT AREA

87,120 S.F.
2.000 ACRES

POINT OF BEGINNING
FOR DESCRIPTION

N/F
W. DREW STABLER, ET AL.
"PARCEL 222"
L.32880 F. 714



MADDOX
INCORPORATED
ENGINEERS • SURVEYORS

100 PARK AVENUE
ROCKVILLE, MARYLAND 20860-2898
(301) 782-9001

MADDOX PROJECT No.02002



Maryland Department of Agriculture

Office of the Secretary

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Mary Ellen Setting, Deputy Secretary

Maryland Agricultural
Land Preservation Foundation

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5860 Baltimore/Washington
410.841.5730 Fax
800.492.5590 Toll Free

May 5, 2015

W. Drew Stabler, et al
5210 Damascus Road
Laytonsville, MD 20882

RE: MALPF File #15-01-03 (the "Easement"); Retroactive Approval of 1.6 acre forest conservation easement overlay

Dear Mr. Stabler:

On April 28, 2015, the Foundation's Board of Trustees approved your retroactive request for a 1.6 acre Forest Conservation Easement Agreement. This letter documents the Board's approval of your request, with certain conditions that are described below.

The Board reviewed your request as presented to them in accordance with COMAR 15.15.13 – Guidelines for Forest Easement Overlays. In accordance with COMAR 15.15.13, the following language must be incorporated into all Forest Conservation Agreements approved by the Foundation:

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property. The parties hereto acknowledge that part of the Property encumbered hereby has been previously encumbered by an Agricultural Land Preservation Easement (ALPE) in favor of the State of Maryland, to the use of the Department of Agriculture, on behalf of the Maryland Agricultural Land Preservation Foundation (MALPF), as more particularly described in the ALPE. It is the intent of the parties hereto to maintain the agricultural integrity of the land and to comply with Maryland statutes, regulations and policies regarding said ALPE. The Grantor and the Grantee acknowledge that the ALPE is superior in title to this Conservation Easement, and that MALPF's written consent is required if this Conservation Easement is to be amended.

Please work with the Maryland National Capital Park and Planning Commission to amend the current agreement to include this language and provide it for our review and approval. Once approved, the agreement shall be recorded in the Land Records of Montgomery County.



Thank you for your support of the MALPF Program and your commitment to preserving Maryland's greatest resource, our farmland. Please call me at 410-841-5719, or e-mail michelle.cable@maryland.gov if I can be of any assistance as you go through this process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michelle Cable".

Michelle Cable
Administrator

cc: John Zawitoski, Montgomery County Program Administrator
Nancy Forrester, Assistant Attorney General

