

Lake Forest Estates Community Association, Inc.

Community Code No. 2

Forest Conservation Deed of Easement

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04-077884

FOREST CONSERVATION DEED OF EASEMENT

"LAKE FOREST ESTATES (A Cluster Subdivision)" (11 Sheets)

Public Works Agreement No. F-02-007

Category: Rural On-Site
 85.83 acres, more or less (retention)
 26.18 acres, more or less (planted)

IMP FD SURF \$ 0.00
 RECORDING FEE 0.00
 TOTAL 0.00
 Res#CR01 Rec#4559399
 LRS MRC BIL#3172
 Feb 21, 2003 03:06 PM

THIS DEED OF EASEMENT, made this 14th day of February, 2003 by and between LAKE FOREST LLC, including successors and assigns, Grantor; and RICHARD J. DEMMITT, Mortgagee; and THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, Grantee.

DEFINITIONS

Plan: Sediment Control permit; preliminary or final subdivision plan approved by the Carroll County Planning and Zoning Commission; site plan, development plan, planned unit development approved by the Planning and Zoning Commission; or special exception application approved by the Board of Zoning Appeals.

Forest Conservation Plan: Forest Conservation Plan ("FCP") approved by the Carroll County Bureau of Development Review pursuant to the Code of Public Local Laws and Ordinances of Carroll County, Chapter 115, Forest Conservation ("Forest Conservation Ordinance").

Office: Carroll County Bureau of Development Review, or its successor agency.

WITNESSETH

WHEREAS, Grantor has obtained Plan approval from the Carroll County Planning and Zoning Commission ("Commission"); and

WHEREAS, the Commission or other approving authority approved Grantor's plan conditioned upon a requirement that development occur in strict accordance with a FCP approved by the Office after full review of the FCP pursuant to the provisions of the Code of Public Local Laws and Ordinances of Carroll County, Chapter 115, Forest Conservation ("Forest Conservation Ordinance"); and

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WHEREAS, one condition of Plan approval requires Grantor to subject property or a portion of property to a Conservation Easement running in favor of Grantee for the purposes set forth below; 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 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 area of the Easement, which efforts are consistent with the terms and conditions of the approved plan and applicable law; and

WHEREAS, 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 parties intend that a servitude be placed upon the property to create a conservation benefit in favor of the Grantee; and

WHEREAS, Mortgagee has secured a loan to Owner on property which wholly or in part is set forth on the Subdivision Plat entitled "LAKE FOREST ESTATES (A Cluster Subdivision)" (11 Sheets). The said Mortgage is dated April 29, 2002, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 2896, folio 213 &c.; and

WHEREAS, Mortgagee joins herein for the purpose of assenting to this document and by such joinder do agree to subject any sales of the Lots on foreclosure, to the legal operation and effect hereof.

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 Carroll County law as a condition of development approval. The Grantor and Mortgagee do hereby grant, convey, release and confirm unto the County Commissioners of Carroll County, in perpetuity, an Easement on the property of the nature and character described on a plat entitled "LAKE FOREST ESTATES (A Cluster Subdivision)" (11 Sheets) and labeled "Forest Conservation Easement" thereon, which plat is intended to be recorded among the Land Records of Carroll County at plat book 149, 170, 171, 172, 173 folios 163, 164, 165, 166, 167, 168 and 173

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BEING a portion of the land conveyed unto Grantor by Deed dated April 29, 2002, from The Richard & Rae Swirnow Family Trust, Stuart Hettelman, Trustee, Stuart Hettelman, individually, and Franklin C. Wise, individually, dated April 29, 2002, and recorded among the Land Records of Carroll County in Liber L.W.S. No. 2896, folio 203 &c.; and

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. 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 parties.
2. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without prior written consent from the County. Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to the County, unless such notice is not practical in an emergency situation or is undertaken pursuant to a Forest Management Plan approved in writing by the Maryland Department of Natural Resources ("DNR").
3. No plant materials (including, but not limited to brush, saplings, undergrowth, weeds and vines) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of a Forest Management Plan approved in writing by DNR. Noxious weeds (limited to those weeds defined as "noxious" under Maryland State or Carroll County laws or regulations) may be removed as required by law. Vegetation removal shall be limited to noxious weeds 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 an afforestation or reforestation effort pursuant to an approved Forest Conservation Plan or Maintenance Agreement implemented under the Code of Public Local Laws and Ordinances of Carroll County, Chapter 115, Forest Conservation ("Forest Conservation Ordinance").
6. The following activities may not occur at any time:
 - a. Construction, excavation or grading.
 - 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.

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d. Activities which in any way could alter or interfere with the natural ground cover or drainage.

e. Industrial or commercial activities.

f. Timber cutting, unless conducted pursuant to an approved forest management plan by DNR.

g. Location of any component of a septic system.

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 and storage of manure or any other similar activity.

7. No dumping of unsightly or offensive man-made materials, including trash, construction materials and debris; and no dumping of ashes, sawdust or grass clippings shall occur except in a properly located, designed, managed and maintained compost pile. Upon prior written approval of the County, 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.

8. Fences consistent with the purposes of the Easement may be erected only after written approval from County.

9. 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 Easement.

10. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage or other legal instrument by which any interest in the Property is conveyed (including a lease agreement). However, failure to do so shall not affect the continued existence of this easement.

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

12. Upon finding a violation of any of the restrictions, conditions and covenants established by this Easement, the County 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) or by injunction 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 court costs and reasonable attorney fees.

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13. All written notices required by this Easement shall be sent to the County Attorney of Carroll County, presently located at: 225 North Center Street, Westminster, Maryland, 21157.

14. This Easement is not intended to create reciprocal rights among and/or between property owners. This Easement is intended to create a right in Grantee but not an obligation.

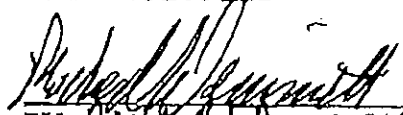
15. The Grantee shall have the authority to modify the restrictions contained in this Easement provided that the modifications are less restrictive than those in this Easement and provided further that the modifications do not conflict with the then current Carroll County Forest Conservation Ordinance or other governmental regulations.

TOGETHER with the express right-of-way for ingress and egress over Grantor's remaining lands for County representatives to enter at reasonable hours upon the Easement for the purpose of completing an FCP or making periodic inspections to ascertain whether the Grantor, its heirs, successors or assigns have complied with the restrictions, conditions, and easement established herein. This Easement does not convey to the general public the right to enter the Easement for any purpose. This Easement does not restrict or enlarge access to the public in common open space held under community or homeowner association control beyond the access rights created by those association covenants and bylaws.

TO HAVE AND TO HOLD unto the County Commissioners of Carroll County, 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.

IN WITNESS WHEREOF, the parties set their hands and seals.

LAKE FOREST LLC

 (SEAL)
BY: RICHARD J. DEMMITT
TITLE: Manager

Grantor

 (SEAL)
Richard J. Demmitt

Mortgagee

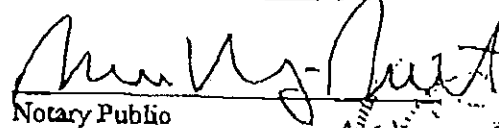
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STATE OF Maryland, COUNTY OF Howard, to wit:

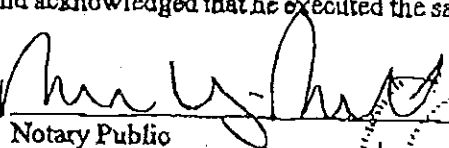
I HEREBY CERTIFY that on this 19th day of February, 2003 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard J. Demmitt, who acknowledged himself/herself to be the Member of LAKE FOREST LLC, and that he/she, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself/herself as member.

Witness my hand and Notarial Seal.


Notary PublicMy Commission expires March 2005STATE OF Maryland, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 12th day of February, 2003 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **RICHARD J. DEMMITT**, Mortgagee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and Notarial Seal.


Notary PublicMy Commission expires March 2005

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ACCEPTED BY:
THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND
a body corporate and politic of the State of Maryland

February 14, 2003
Date:

Jennifer S. Harris
BY: Jennifer S. Harris
Construction Agreements Coordinator

Approved for legal sufficiency:

Terri A. Jones
Terri A. Jones
Senior Assistant County Attorney

THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney, or by a party to this instrument.

Terri A. Jones
Terri A. Jones
Senior Assistant County Attorney

Our File No. 13,219-PWA
TADingUfrAgardinarlpwalLakeForestisumailForestEasement
PWA No. F-02-007
Tax Account No. 04-027884
January 27, 2003; February 10, 2003

mcc
RCUD 06 FEB 21 '03 14:52

MAY 28 2003

RETURN TO:
Department of the County Attorney
225 North Center Street
Westminster, Maryland 21157

DEED EXHIBITED THIS 14 DAY
OF FEB 20 03 TAX
STAMP NOT REQUIRED

Robert M. Buck
COLLECTOR



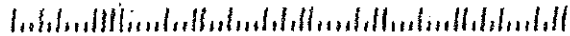
This is to provide you with information regarding the Forest Conservation Areas on your property.

During the plan approval stage for your home, the builder committed to providing Forest Conservation Areas on your property in order to meet the requirements of the Carroll County Forest Conservation Ordinance passed in December 1992. The purpose of this ordinance is to minimize the loss of trees and forests during and following the land development process in accordance with the State of Maryland Forest Conservation Act.

Forests provide a variety of benefits to individual properties and the county as a whole, such as:

- Increase your property value. Studies have shown that wooded areas add \$5,000 to \$10,000 to the value of a property. The added value is higher where wooded areas are adjacent to other protected areas of woodlands.
- Provide privacy and screening from other properties.
- Reduce your heating and cooling bills by shading your home and/or blocking the wind.
- Provide more livable communities
- Provide habitat for wildlife.

21048 4515 SUN BERRY DRIVE FINKSBURG MD 21048

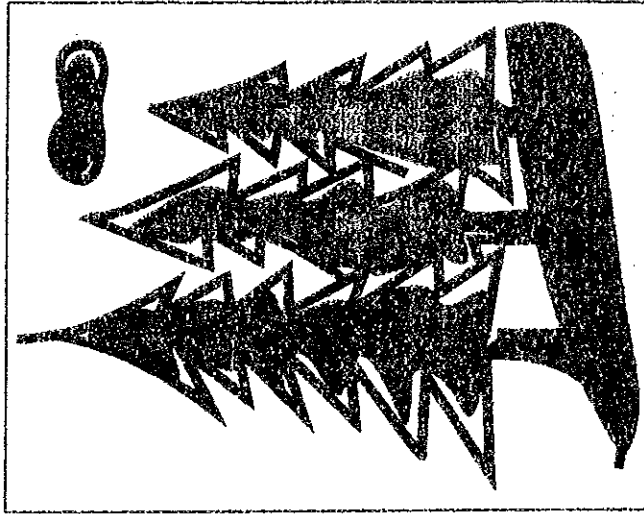


Carroll County
Bureau of Resource Management
225 N. Center Street
Westminster, MD 21157

RESIDENT
4515 SUN BERRY DRIVE
FINKSBURG MD 21048

Forest Conservation Easements

Carroll County
Bureau of Resource
Management



Phone: 410-386-2133 or 410-386-2210
Web site: vluther@ccg.carr.org

The forests on your land contribute to the overall countywide benefits and, as such, are preserved for your benefit and for the long-term benefits provided to the larger community and the Chesapeake Bay.

What can you do in a Forest Conservation Area?
You have been told that you have a forest conservation area on your property. This area may be existing forest or newly planted trees or in-between. What can you do in these areas?

Allowed Activities:

1. Removal of hazardous trees (see definitions) is allowed without written authorization. See below for the required documentation.
2. Removal of exotic and invasive vegetation is allowed without written authorization. See the list of exotic and invasive vegetation provided and the required documentation.
3. Passive activities such as herb gardens, sitting areas, and wildflower gardens are permitted only if understory vegetation is not removed.
4. Removal of dead branches and the general clean-up of dead debris is allowed.

Not Allowed Activities:

1. Removal of vegetation other than that noted above is not allowed. All of the other plants in the woodlands shall remain undisturbed, in perpetuity in all designated Forest Conservation Areas.
2. The removal of stumps, leaf litter, and/or removal of other plants in the understory are not allowed.

3. Seeding Forest Conservation Areas with grass seed is not allowed.

4. Sheds, garages, large fountains, and other permanent or semi-permanent structures are not allowed within the limits of a designated Forest Conservation Area.

5. Activities that adversely impact the health, structure or integrity of a designated Forest Conservation Area including but not limited to active recreational activities requiring the placement of playground equipment, paving for basketball or tennis courts, swimming pools, etc. are not allowed.

If you have additional questions regarding your forest conservation area, please call: 410-386-2133 or 410-386-2210



LIST OF EXOTIC AND INVASIVE PLANT SPECIES

Some of the more common exotic and invasive species that may be controlled and/or removed are noted below. See www.dnr.state.md.us/wildlife/teplists.asp and www.mdcflora.org/publications/invasives.htm for a more comprehensive list of exotic and invasive species list:

Herbaceous

Garlic mustard, Tall fescue K31, *Sericea lespedeza*, Common Reed, Hogweed,

Japanese knotweed, Crown-vetch, Phragmites, Mile-a-minute vine, Lesser celandine

Vines

Porcelain berry, Oriental bittersweet, Cinnamon vine, Japanese honeysuckle
Climbing euonymus, wintercreeper, Kudzu, English ivy, Periwinkle, Wisteria.

Shrubs

Japanese barberry, Russian olive, Autumn olive, Winged euonymus, Privet Bush, honeysuckles, Bamboo, Common buckthorn, European buckthorn, Balloonberry, Multiflora rose, Wineberry, Japanese spiraea, Strawberry-raspberry, Coralberry

Trees

Norway maple, Tree of heaven, White mulberry, Empress Tree, Sweet cherry, Native species that may be controlled within 75 feet of a woodland edge Poison Ivy Greenbrier, Blackberry

DEFINITIONS

Exotic and Invasive Vegetation: Plant species that are not native to the region in which they are located and can displace native species thus changing the structure and composition of native plant communities.

Forest or Woodland: A biological community dominated by trees and other woody plants covering a land area of 40,000 square feet or greater. This includes

Hazardous Tree: A tree that has an existing condition which would lead a knowledgeable person trained in the field of arboriculture to believe that the specific condition could result in the tree or a portion of the tree falling and striking a structure or activity area (target), thus, threatening property damage and/or injury.

Tree: A large, woody plant having one or several self-supporting stems or trunks and numerous branches that reach a height of at least twenty feet at maturity.

Understory: Plants growing in association with large trees in a woodland. The understory includes the natural community of plants that include trees, shrubs and forbs that grow under the shaded canopy of larger trees.

Woody Vegetation: Plants with persistent stems lasting more than one year and increasing in diameter annually.

Forest Conservation Area: An area of existing woodland, reforestation or afforestation that has been specifically identified for protection or restoration on an approved Forest Conservation Plan in order to satisfy the requirements of the Carroll County Forest Conservation Ordinance.

DOCUMENTATION REQUIRED FOR ALLOWED ACTIVITIES

For Hazardous Trees:

1. Pictures that clearly demonstrate the hazardous tree(s), and that show the location of the trees with respect to potential targets.
2. If pictures do not clearly demonstrate the hazardous condition, a brief report or statement prepared by a Maryland Licensed Tree Expert and/or a Certified Arborist, signed and dated, that identifies the location of the hazardous tree(s), species, size, condition, recommended corrective action and basis for that recommendation for each hazardous tree identified must be obtained.

3. If the property is located within the municipal limits of an incorporated town, a Homeowners Association, or if there are covenants on the property that prohibit the cutting of trees, permission from the appropriate organizations may be required before proceeding with any work.

For Exotic and Invasive vegetation:

1. Before and after pictures of the exotic and invasive vegetation that reflect the area in detail and clearly show the species present are required. If you are not certain how to identify exotic or invasive species, seek professional assistance.

For both activities:

After the above documentation has been prepared, a copy of the documentation should be sent to the Carroll County Bureau of Resource Management for inclusion in the official Forest Conservation files for the property. If there are any active building or grading permits for the property, it is the property owner's responsibility to coordinate any tree or vegetation removal with the Carroll County Bureau of Resource Management Environmental Inspection Service @ 410-386-2210.

HOW TO CONDUCT ALLOWED ACTIVITIES

1. A Licensed Tree Expert shall do any trimming and can be found in the local phone directory or at

<http://dnrweb.dnr.state.md.us/forests/cflists/lse/treeexpert.html>

2. Tree removals shall be done by cutting the tree at ground level (within 3 inches of existing grade) with hand-held equipment and leaving the stump in place. Stump grinding or stump removal is not permitted.
3. The surrounding vegetation should not be disturbed or removed unless that vegetation is an exotic and invasive species as listed in this notice.
4. All tree and vegetation removal shall be done with hand-held equipment not wheeled or tracked equipment that is indiscriminate with respect to individual plants. The work shall be done in accordance with ANSI A-300 standards for trimming and pruning woody vegetation.