

0021206 092

Declaration-Forest Conservation Plat – Subdivision Plat - H

RW06-083  
J.O. 45-111-1338  
Item(FC)  
Election District 10<sup>th</sup>

**FOREST CONSERVATION DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 10<sup>th</sup> day of July, 2008, by BRIARKNOLL LLC, a Maryland limited liability company, (the “Grantor”); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the “Grantee”).

WHEREAS, the Grantor is the owner in fee simple of all that property situate and lying in the 10<sup>th</sup> Election District of Baltimore County, Maryland, by virtue of a Deed dated January 1, 2004, and recorded among the Land Records of Baltimore County in Liber 0020272, folio 517, which was granted and conveyed by Wanda Umerley to BRIARKNOLL LLC, a Maryland limited liability company (the “Property”). The Property subject to this Forest Conservation Declaration of Protective Covenants, Condition and Restrictions is more particularly set forth and shown on those certain Plats entitled “Plats 1 of 4, 2 of 4, 3 of 4, and 4 of 4 of BRIAR KNOLL,” dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folios 138, 139, 140 & 141 (the “Plats”) and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as “COMAR”) Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res. § 5-1601.

WHEREAS, the Baltimore County Department of Environmental Protection and Resource Management (“DEPRM”) has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res. § 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 12.1313 acres, more or less, as designated as “Forest Conservation Easement” on that certain Plat entitled “Plats 1 of 4 of BRIAR KNOLL,” dated August 26, 2005, and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, folio 138, the Grantor desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Grantor, for itself, its successors and/or assigns, does hereby agree as follows:

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1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as “the Code”):

- a. Existing vegetation within the Forest Conservation Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;
- b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Conservation Easement;
- d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Area, except to traverse the Forest Conservation Area at a designated crossing in order to access the pasture land on the east side of Lot 7;
- e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- f. Motorized vehicles shall not be stored or operated within the Forest Conservation Area, except for maintenance and emergency use approved by DEPRM and to traverse the Forest Conservation Area at a designated crossing in order to access the pasture land on the east side of Lot 7;
- g. Materials shall not be stored within the Forest Conservation Easement;
- h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by DEPRM as part of the Forest Conservation Plan.

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by DEPRM as provided in Code § 33-6-116.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement as shown and indicated “DRAINAGE AND UTILITY & BALTIMORE COUNTY ACCESS EASEMENT” on the aforesaid Plats for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

- a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by

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judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

- b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.
- c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

**[SIGNITURES AND NOTARY ON FOLLOWING PAGES]**

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WITNESS, the hands and seals of the Grantor, this day and year first above written.

ATTEST/WITNESS

**BRIARKNOLL LLC,  
A MARYLAND LIMITED LIABILITY COMPANY**

By: Umerley, Inc.  
Sole Member

*Reatha L. Burk*

By: *Barbara A. Daly*  
Barbara A. Daly  
President

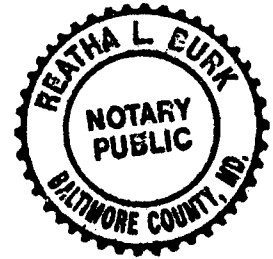
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6<sup>TH</sup> day of MAY, in the year 2008, before me, the subscriber, a Notary Public, personally appeared Barbara A. Daly and that she as President of Umerley, Inc., sole member of BRIARKNOLL LLC, a Maryland Limited Liability Company, being authorized to do so, acknowledged the foregoing Declaration to be her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

*Reatha L. Burk*  
Notary Public

My Commission expires: 1/16/12



This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

*Christopher W. Keelty*  
Christopher W. Keelty, Esq.

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APPROVED FOR LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by A Duly Authorized County  
Administrative Official and County Council, if Indicated)

*Patricia S. O'Leary*

OFFICE OF THE COUNTY ATTORNEY

\*Approval of Legal Form and Sufficiency Does Not Convey  
Approval or Disapproval of Substantive Nature of Transaction.  
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this 18<sup>th</sup>  
Day of July, 2008.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

*Dennis Morrison*

BY:

*[Signature]*

Name: Fred Homan  
County Administrative Officer

*Ordinance verified &  
Printed through  
7-23-08*

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**JOINDER BY TRUSTEES**

See Deed of Trust/Mortgage, dated December 4, 2006, and recorded among the Land Records of Baltimore County, Maryland in Liber 24875, at folio 762 et seq. The undersigned TRSTE, Inc., by Margaret Dunsmore, as Vice President, Trustee (or Substitute Trustee) Mortgagee joins herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

ATTEST/WITNESS:

Trustee  
TRSTE, Inc.

[Signature]

By: Margaret J. Dunsmore (SEAL)  
Name: Margaret J. Dunsmore Trustee  
Title: Vice President

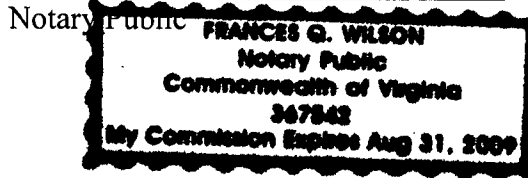
STATE OF Virginia: COUNTY OF Fairfax: TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 2008, before me, a Notary Public for the State, aforesaid, personally appeared Margaret J. Dunsmore, as Vice President of TRSTE, Inc., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they have executed it as Trustee for the purposes therein set forth, and that it is their act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My commission expires on 8-31-09

Frances Q. Wilson



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**ATTORNEY CERTIFICATION**

SUBDIVISION/PROJECT NAME: Briar Knoll  
PUBLIC WORKS AGREEMENT NO: 100601  
CRG NO: X - 410  
FINAL DEVELOPMENT PLAN DATED: \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and is in good standing thereunder.
2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no. LPP 002015901, issued by Greenwich Insurance Company, insurer, with limits of liability of \$2,000,000.00/\$2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.
3. The attached instruments, entitled "Deed of Declaration and Easement – Storm Water," "Deed of Easement – 100 year flood plain and Drainage and Utility," "Forest Buffer and Environmental Greenway Easement Declaration of Protective Covenants, Conditions and Restrictions," "Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions," "County Highway Deed – Highway Widening," "County Highway Deed," "Deed of Easement and Agreement – Drainage and Utility," "Deed of Easement – Revertible Slope," and "Deed of Easement – Fire Tank," (the "Instruments") were prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits and Development Management, Bureau of Land Acquisition Right of Way Documents Manual, 2007 edition.
4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:
  - a. Fee simple title is vested in BRIARKNOLL LLC, a Maryland limited liability company by virtue of a deed from Wanda Umerley to BRIARKNOLL LLC, dated January 1, 2004, and recorded among the Land Records of Baltimore County, Maryland in Liber 20272, folio 517, except as to Lots 3, 7, 34, 35, 38, 39, 42, 43, 46, 48 and 49 as shown on Plat "2 of 4 of BRIAR KNOLL" dated August 26 2005 and recorded among the Plat Records of Baltimore County, Maryland in Liber 78, Folio 139.

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- b. The Instruments are in appropriate form for the conveyance of or creation of encumbrance on, the Property.
- c. Following due execution and acknowledgement of the Instruments by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instruments will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having and interest of record in the Property (including but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.
- d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

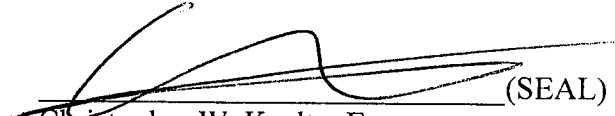
- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.
- b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
- c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
- d. The undersigned assumes no liability for any lien, encumbrance, defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned has no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property but not appearing of record among the Land Records of Baltimore County, Maryland, as of April 13, 2008 (hereinafter the "Examination Date").



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Date: 6/5/08

Bodie, Nagle, Dolina, Smith & Hobbs, P.A

  
\_\_\_\_\_  
(SEAL)

Christopher W. Keelty, Esq.  
29 W. Susquehanna Ave  
Towson, MD 21204  
443-901-0800

Professional Liability Insurance:  
Company: Greenwich Insurance Company  
Policy No.: LPP 002015901  
Policy Limits: \$2,000,000/\$2,000,000

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ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: BRIARKNOLL

PUBLIC WORKS AGREEMENT NO: 100601

COUNTY REVIEW GROUP NO.: DRC#040306H PDM X-410

FINAL DEVELOPMENT PLAN DATED: 4/7/05 revised 3/14/06

FOR PROJECT KNOWN AS: BRIARKNOLL

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed record plat(s) and right-of-way plat(s) comply in all material respects with the above referenced Final Development Plan, Public Works Agreement, and/or County Review Group, as applicable, that the construction plans relative to said final development plan agree with the said listed subdivision plat(s) submitted herewith and right-of-way plat(s), and that said subdivision plat(s) and right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns from and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client BRIARKNOLL LLC and myself for the preparation of this Certification.

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# FOREST CONSERVATION EASEMENT

## Record Plats

Liber SM 78 folio 138

Liber \_\_\_\_\_ folio \_\_\_\_\_

Liber \_\_\_\_\_ folio \_\_\_\_\_

Liber \_\_\_\_\_ folio \_\_\_\_\_

Liber \_\_\_\_\_ folio \_\_\_\_\_

## Right-of-Way Plats

RW \_\_\_\_\_

RW \_\_\_\_\_

RW \_\_\_\_\_

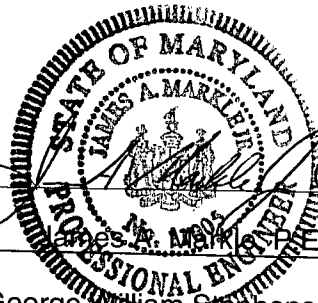
RW \_\_\_\_\_

RW \_\_\_\_\_

Date: 6/9/08

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 11005, Expiration Date: 7/7/10



Name: \_\_\_\_\_ (print)

Firm: George William Stephens, Jr. and Associates, Inc.

Address: 215 Schilling Circle Suite 114  
Hunt Valley, Maryland 21031

Telephone No.: 410-785-6640

Professional Liability Insurance:

Company: CNA/Victor O. Schinnerer & Co.

Policy No: AEE 00-431-48-82

Policy Limits: \$1,000,000; \$2,000,000 AGG

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### State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [ X ] County:

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

A08-1848 SM

BA01

Jul 28, 2008 11:11 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.					
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lease	<input type="checkbox"/> Other <input checked="" type="checkbox"/> Forest Buff Dec	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Other
2	Conveyance Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Arms Length [3]	<input type="checkbox"/>	<input type="checkbox"/> Not an Arms-Length Sale [9]	
		3 Tax Exemptions (if Applicable) Cite or Explain Authority					
4		Consideration		Amount		Finance Office Use Only	
Consideration and Tax Calculations		Purchase Price/Consideration		\$ .00		Transfer and Recordation Tax Consideration	
		Any New Mortgage		\$ .00		Transfer Tax Consideration \$	
		Balance of Existing Mortgage		\$		x ( ) % = \$	
		Other:		\$		Less Exemption Amount - \$	
		Other:		\$		Total Transfer Tax = \$	
		Full Cash Value		\$ 0.00		Recordation Tax Consideration \$	
5		Amount of Fees		Doc. 1		Doc. 2	
Fees <i>Dec</i>		Recording Charge		\$ 20.00		\$	
		Surcharge		\$ 20.00		\$	
		State Recordation Tax		\$ 0.00		\$	
		State Transfer Tax		\$ 0.00		\$	
		County Transfer Tax		\$ 0.00		\$	
		Other		\$		\$	
6		Description of Property		District		Property Tax ID No.(1)	
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		10		Easement		20272/517	
		Subdivision Name		Lot (3a)		Block(3b)	
		Briar Knoll Plats 78/138, 139, 140 & 141				7	
		Location/Address of Property Being Conveyed (2)				Parcel No.	
		Other Property Identifiers (if applicable)				17	
						78/138	
7		Transferred From		Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		Briar Knoll LLC					
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8		Transferred To		Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		Baltimore County, Maryland					
		New Owner's (Grantee) Mailing Address					
9		Other Names to Be Indexed		Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	
10		Instrument Submitted By or Contact Person					
		Name: Land Ag		Firm: ACo		Address: Towson, MD 21204	
11		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
Assessment Information		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Will the property being conveyed be the grantee's principal residence?			
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Does transfer include personal property? If yes, identify:			
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)			
				Assessment Use Only - Do Not Write Below This Line			
				[ ] Terminal Verification [ ] Agricultural Verification [ ] Whole [ ] Part [ ] Tran. Process Verification			
		Transfer Number:		Date Received:		Deed Reference:	
		Assigned Property No.					
		Year:		Geo:		Map:	
		Land:		Zoning:		Sub:	
		Buildings:		Use:		Block:	
		Total:		Town Cd:		Lot:	
						TAX NOT REQUIRED	
						Director of Budget and Finance	
						Baltimore County, Maryland	
						REMARKS:	
						COUNTY TRANSFER TAX	
						Per Jay Bulgoin ART 11 TITLE 9	
						SUBTITLE 2, 11-3-202	
						RECORDATION TAX	
						Per Jay Bulgoin T.P. ART 12-106	
						Date 7-22-08	

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