

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this \(\frac{1}{3} \) day of \(\frac{1}{3} \), 2002, by and between CHARLES F. JENKINS, JR., having an address at 4705 Pleasant Grove Road, Reisterstown, Maryland 21136 ("Grantor") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("Grantee").

WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature, is created and exists, pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (2000 Replacement Volume as amended), to conserve open space and the natural and scenic qualities of the environment, among other things, and is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code;

WHEREAS Grantor owns in fee simple 19.903 acres of certain real property (the "Property") situate, lying and being in Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Rudolf M. Nechay and Eva M. Nechay by Deed dated November 1, 1996 and recorded among the land records of Baltimore County, Maryland in Liber 12044, Folio 226. The address of the Property is 4705 Pleasant Grove Road, Reisterstown, Maryland 21136.

WHEREAS Grantor and Grantee recognize the open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

NOW, THEREFORE, as an absolute gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth (the "Terms"), Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property:

The purpose of this Conservation Easement is to maintain the significant conservation features identified in Exhibit B and the dominant scenic, cultural, rural, agricultural, woodland and wetland characteristics of the Property, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features and characteristics and the maintenance of the Property in its open-space condition.

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Activities other than Agriculture (as that term is defined below) and residential and private recreational uses, are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop and a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property. Any commercial recreation not prohibited by the preceding sentence shall be limited to a de minimis amount.

"Agriculture" (or "Agricultural" as the context requires), means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquiculture. This includes the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses, and poultry.

- B. Display of billboards, signs or advertisements is prohibited on or over the Property, except: (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the Agricultural uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservation Easement or state and local environmental or game laws; or (6) to prohibit trespassing or regulate hunting; provided that no sign or billboard on the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations, except that signs permitted under exception (6) may be placed the lesser of 100 feet apart or the distance required by law.
- C. Dumping or placement of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for Agriculture on the Property or (2) as

may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

- D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combatting erosion or flooding, (2) for Agriculture on the Property, or (3) for the construction and/or maintenance of permitted structures, the homesite, means of access and wildlife habitat.
- E. Other than creation and maintenance of man-made ponds and Agricultural drainage ditches, diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity.
- F. Management and harvesting of all forests on the Property shall be consistent with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.
- G. Buildings, means of access and other structures are prohibited on the Property, except the following, which include the existing structures on the Property listed in Exhibit C:
 - (1) one (1) primary residence;
- (2) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence (for example, garage, well house, and swimming pool);
- (3) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property; and
 - (4) reasonable means of access to all permitted uses and structures.

The primary residence shall only be used for the purpose of a single family dwelling unit.

Grantor shall notify Grantee at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any replacement residential structure if different from the location of the replaced structure, and the location of a new means of access to a residential structure, all of which shall be subject to the approval of Grantee. Such approval shall be granted or denied based on the

Grantee's opinion as to whether or not the proposed location conforms with the conservation values listed in Exhibit B of this Conservation Easement.

- H. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one-hundred percent (100%) thereof for a term in excess of twenty (20) years, is prohibited. However, the Grantee may approve the Division of the Property for reasons which the Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.
- I. A one-hundred (100) foot vegetative buffer strip ("Buffer") along each side of McGill Run ("Water Body") shall be permitted to naturally revegetate or shall be planted with native species, and once established, shall not be disturbed, except as may be reasonably necessary for: (1) erosion control; (2) subject to Grantee's approval, wildlife management; (3) recreational water uses and associated structures; (4) reasonable access for irrigation, hunting, fishing, or trapping; (5) reasonable access to the water; (6) control of non-native and invasive species or (7) subject to Grantee's approval, reasonable access to the remainder of the Property. Manure and compost shall not be stored and pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of any streams without Grantee's approval.
- J. Grantor hereby grants to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights may not be used or transferred to any portion of the Property as it now is or hereafter may be bounded or described, or to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.
- K. All rights reserved by Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.
- L. If Grantor believes or reasonably should believe that the exercise of a right not prohibited by this Conservation Easement may have a significant adverse effect on the purpose of this Conservation Easement or the conservation interests associated with the Property, Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

- A. Upon any breach of a Term of this Conservation Easement by Grantor, Grantee may, exercise any or all of the following remedies:
- (1) institute suits to enjoin any breach or enforce any Term by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and
- (2) require that the Property be restored promptly to the condition required by this Conservation Easement.

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

- B. No failure on the part of Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.
- C. Grantee, and its employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the Terms of this Conservation Easement; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a suspected or actual violation of this Conservation Easement, such entry shall be upon sending prior reasonable notice to Grantor's last known address. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. NO PUBLIC ACCESS

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

ARTICLE V. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page.

- B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of two (2) pages.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers are kept on file at the principal office of the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of nine (9) color slides and one (1) page.
- E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal office of the Grantee and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map Showing Approximate Location of Property. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

The parties acknowledge that these exhibits, other than <u>Exhibit F</u>, (collectively, the "Baseline Documentation") reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

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

- B. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees for himself, his personal representatives, heirs, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated.
- C. Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.
- D. (1) The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the ratio of the value of this Conservation Easement on the effective date of this grant to the value of the Protected Property without deduction for the value of the Conservation Easement on the effective date of this grant. The value on the effective date of this grant shall be the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.
- (2) If circumstances arise in the future that render the entire purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may only be terminated or extinguished whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of additional improvements made by Grantor after the effective date of this Conservation Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of the preceding paragraph, adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.
- (3) If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such

authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs (1) and (2) (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this section (D) shall be in addition to, and not in limitation of, any rights they may have at common law with respect to a modification or termination of this Conservation Easement by reason of the exercise of powers of eminent domain as aforesaid.

- (4) The Terms of this section (D) are subject to any applicable Maryland or Federal statutes.
- E. Grantor and Grantee may jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code. Proposed amendments will not be considered unless in the opinion of Grantee they (1) significantly strengthen the conservation Terms of this Conservation Easement and (2) uphold the intent of the original grantors and the fiduciary obligation of Grantee to protect the property for the benefit of the public in perpetuity. Grantee shall not be required to agree to any amendment. Amendments shall be subject to approval of the Maryland Board of Public Works, if required by law, and shall be recorded among the Land Records where this Conservation Easement is recorded.
- F. In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Term of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor discretion over how to comply with said law, use the method most protective of the conservation features of the Property listed in Exhibit B.
- G. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the purpose of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

- H. The Terms of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.
- I. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- J. Grantee shall record this instrument in a timely fashion among the Land Records of Baltimore County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.
- K. Grantor certifies that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Conservation Easement. Grantor has provided, or shall provide, a copy of this Conservation Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders"), already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation, the Liens to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.
- L. Any notices by Grantor to Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032, or to such other address as Grantee may establish in writing on notification to Grantor, or to such other address as Grantor knows to be the actual location of Grantee.
- M. For purposes of this Conservation Easement, "Grantor" shall mean only, at any given time, the then current fee simple owners of the Property and shall not include the original Grantor herein unless said original Grantor are still the then current fee simple owners of the Property, except that if any Grantor has violated any term of this Conservation Easement, he shall continue to be liable therefore.
- N. In any case where the Terms of this Conservation Easement require the permission, consent or approval ("Approval") of Grantee, the Approval shall be requested by written notice to Grantee prior to the proposed activity or use. Grantee

shall consider the specific Term of this Conservation Easement requiring the Approval, the purpose of this Conservation Easement and the conservation values listed in Exhibit B. The Approval shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantee mails notice to Grantor of disapproval and the reason therefore. In the event of a conflict between this paragraph and a Term requiring Approval, the Term requiring Approval shall prevail.

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

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

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

GRANTOR:

Charles F. Jenkins, Jr. (SEAL)

STATE OF MARYLAND, County of Battemore, TO WIT:

I HEREBY CERTIFY, that on this 13 day of December, 2002, before me the subscriber, a Notary Public of the State aforesaid, personally appeared CHARLES F. JENKINS, JR., known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public My Commission Expires: 12/1/03

ACCEPTED BY GRANTEE:

THE MARYLAND ENVIRONMENTAL TRUST

By: / Consultur from
Royce Hanson

Chair

I hereby certify this deed was prepared by or under the supervision of OSETH P. GIU, an attorney admitted to practice by the Court of Appeals of Maryland.

Speech Pholi

Approved as to legal form and sufficiency this 7th day of 2002. "Approved" means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

Deed of Conservation Easement Charles F. Jenkins, Jr. Exhibit A Boundary Description and Property Reference Page One of One

BEGINNING for the same at a stone at the end of the tenth (10th) line in a deed from Vincent T. Caples, Jr. and wife to Richard L. Walker and wife dated the 10th day of March, 1944 and recorded in Liber 1331, folio 360 and running thence and bounding on the 11th line in the above stated deed the following course and distance: North 08 degrees 45 minutes 00 seconds East 1204.5 feet to the end thereof, thence running and binding on the center of a ten foot paved private road with the use in common for new lines of division the three following courses and distances: North 15 degrees 00 minutes and 15 seconds West 10.24 feet North 43 degrees 38 minutes 19 seconds West 36.59 feet, thence leaving the center of said road the following courses and distances: South 08 degrees 45 minutes 00 seconds West 230.43 feet to an iron pipe set, thence North 81 degrees 15 minutes 00 seconds West 813.77 feet to an iron pipe set, thence South 18 degrees 17 minutes 33 seconds West 805.81 feet to a pipe now set in the tenth line of the aforementioned deed, thence binding on and running with said tenth line South 68 degrees 00 minutes 00 seconds 1024.63 feet to the beginning. Containing 19.903 acres of land. more or less.

TOGETHER WITH AND SUBJECT TO the use in common with others of a right-of-way ten feet wide as presently located running from the property described herein to Pleasant Grove Road for the purpose of ingress and egress.

BEING the same property which by deed dated November 7, 1996 and recorded among the Land Records of Baltimore County in Liber 12044, Folio 226, was granted and conveyed by Rudolf M. Nechay and Eva M. Nechay to Charles F. Jenkins, Jr.

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Deed of Conservation Easement Charles F. Jenkins, Jr. Exhibit B Summary of Conservation Values Page One of Two

The following public open space conservation values are associated with the Property:

- 1. <u>Master Plan</u>: This Conservation Easement is consistent with and supports the land use policy of the <u>Baltimore County Master Plan</u>, adopted in 2000 by the Baltimore County Planning Board. The Property lies within an Agricultural Preservation Area. County goals for Agricultural Preservation Areas include:
 - (a) Permanently preserve lands for agriculture and avoid conflicts with incompatible uses.
 - (b) Actively pursue and promote easement and other programs designed to preserve agriculture.
 - (c) Protect, conserve and restore all essential natural resources, with particular attention to groundwater.
 - (d) Preserve and enhance the County's significant scenic resources as designated on the scenic resources map, including scenic corridors, scenic views and gateways, as an essential component contributing to the County's quality of life.
- 2. Area of Critical State Concern: The Property lies in the Western Run watershed which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board. Western Run is a major tributary of Loch Raven Reservoir, a public water supply for the Baltimore region.
 (Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Planning Board, 1977).
- 3. <u>Agricultural Land and Woodland:</u> The Property includes about 18 acres of productive agricultural land and woodland.
- 4. <u>Vegetative Buffer Strip</u>: A vegetative buffer strip is required to be maintained adjacent to McGill Run on the Property. Buffer strip standards are consistent with the guidelines recommended by the forestry division of the Department of Natural Resources for contributing to the protection of surface water quality.

Exhibit B Page Two of Two

- 5. <u>Part of Larger Conservation Area:</u> The Property is next to a 278-acre conservation easement held by the Maryland Environmental Trust and the Land Preservation Trust.
- 6. <u>Maryland Environmental Trust Policy</u>: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on October 2, 1995.

Deed of Conservation Easement Charles F. Jenkins, Jr. Exhibit C Inventory of Existing Structures Page One of One

1.	Primary Residence	Permitted by II.B (1)
2.	Swimming Pool	Permitted by II.B (2)
3.	Gazebo (Pavilion)	Permitted by II.B (2)
4.	Barn	Permitted by II.B (3)
5.	Equipment Shed	Permitted by II.B (3)
6.	Garden Shed	Permitted by II.B (3)
7.	Wood Shed	Permitted by II.B (3)

