

0014888 325



DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 18th day of DECEMBER, 2000, by and between MARK G. MIDEI and DENISE B. MIDEI, having an address at 15505 Carroll Road, Monkton, Maryland 21111 ("Grantors") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 and THE MANOR CONSERVANCY, INC., having an address at Post Office Box 408, Monkton, Maryland 21111 ("Grantees").

WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1997 Replacement Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS The Manor Conservancy, Inc. is a not-for-profit tax-exempt organization established to preserve the farmland, historic landmarks and predominantly rural character of the My Lady's Manor National Register Historic District and its environs;

WHEREAS Grantors own in fee simple 30.735 acres, more or less, of certain real property ("Property") situate, lying and being in the Tenth Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased, by Deed dated December 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 11347, Folio 562;

WHEREAS Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantees are willing to accept such Conservation Easement;

WHEREAS Grantors and Grantees 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;

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0325, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

WHEREAS Grantors and Grantees have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Property, and, except as hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;

WHEREAS Grantees are individually authorized by the laws of Maryland to accept, hold and administer conservation easements, and possess the authority to accept and are willing to accept this Conservation Easement under the terms and conditions hereinafter described, and are "qualified organizations" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their 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 preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Property.

To achieve these objectives, the following conditions and restrictions are set forth:

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 Grantees against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property. In addition, any commercial recreation, if not prohibited above, shall be limited to a de minimis amount.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0326, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

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, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; (5) to post the property against trespassing and hunting; or (6) 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; provided that no sign or billboard on the Property shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed a reasonable distance apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or 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 and silviculture 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 and silviculture on the Property, (3) for the construction and/or maintenance of permitted structures, the homesite, means of access and wildlife habitat.

E. Diking, draining, filling or removal of wetlands is prohibited.

F. Management and harvesting of all forests on the Property shall be in accordance with the Guide to Forest Harvest Operations and Best Management Practices or comparable provisions of any guidelines or regulations which may replace the Guide in the future or as they may be amended from time to time.

G. No building, facility, or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

- (1) To construct accessory structures designed, constructed and utilized for the purpose of serving the existing residence (for example, garage, well house, and swimming pool);

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0327, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

(2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;

(3) To replace all existing structures and other structures permitted under this Conservation Easement with structures of similar purpose. Grantors may re-build the existing primary residence if it is destroyed by fire or other disaster;

(4) To improve, repair, restore, alter, expand, remodel, and maintain all existing structures and other structures permitted under this Conservation Easement in this Article;

(5) To construct and maintain reasonable means of access to all permitted uses and structures.

Grantors shall notify Grantees at least ninety (90) days in advance of any work whether for construction or preparatory to construction 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 prior written approval of Grantees.

H. The total number of residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes and seasonal cabins) on the Property shall never exceed one (1).

I. Division of the Property into more than the existing four (4) parcels of land, for any purpose, is prohibited. However, the Grantees may approve the division of the Property for reasons which the Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. Also, the Grantors covenant and agree that the Property shall only be conveyed as an undivided single parcel of 30.735 acres.

J. Grantors shall establish and maintain a vegetative buffer strip along the tributary of Carroll Branch. The minimum width of the buffer strip along the tributary of Carroll Branch shall be one hundred (100) feet (or larger as required by applicable law), except as may be reasonably necessary for (1) erosion control; (2) forest or wildlife management, subject to approval of Grantees; (3) recreational water uses and associated structures; (4) hunting, fishing, or trapping; or (5) access to the water. Manure and compost shall not be stored within one hundred (100) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of streams.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0328, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

K. Grantors hereby grant to Grantees 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 are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

L. All rights reserved by Grantors 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.

M. Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by Grantors or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if Grantors believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantors shall notify Grantees in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantees may, after reasonable notice to Grantors, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any covenant by ex parte temporary, and/or permanent injunction either prohibitive or mandatory; and

(2) require that the Property be restored promptly to the condition required by this Conservation Easement.

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0329, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

B. No failure on the part of Grantees to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

C. Grantees, their employees and agents and their successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors, their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. The Grantees shall coordinate inspection visits to the Property and shall coordinate written and oral communications to the Grantors in response to these inspections. This right of inspection does not include access to the interior of buildings and structures.

D. Each Grantee has independent authority to enforce the provisions of this Conservation Easement. In the event that either Grantee does not agree as to whether the Conservation Easement terms are being met, either Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantors, with enforcement actions without the consent of the other Grantee.

ARTICLE IV. 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 three (3) pages.

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 is kept on file at the principal office of the Maryland Environmental Trust and is fully and completely incorporated into this

Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of seventeen (17) color slides and one page.

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal office of the Maryland Environmental Trust 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 by Grantees 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.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Grantees may assign, upon prior written notice to Grantors, their 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 purposes 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 Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their 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 Grantees of their rights under this Conservation Easement unless Grantees, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantees 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. Grantees agree to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

E. 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 conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. The provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Property.

G. 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 the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

H. Grantees shall record this instrument in timely fashion in the official records of Baltimore County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

I. Grantors and Grantees agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantees under this Conservation Easement. Grantors have provided a copy of this Conservation Easement to all mortgagees and trustees of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee and trustee has subordinated the mortgage or deed of trust to this Conservation Easement by signing a subordination clause at the end of this Conservation Easement, which shall be recorded in the land records at the time of recording of the remainder of this Conservation Easement.

J. Any notices by Grantors to Grantees pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to

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Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032 and to The Manor Conservancy, Inc., Post Office Box 408, Monkton, Maryland 21111 or to such other addresses as Grantees may establish in writing on notification to Grantors.

K. In any case where the terms of this Conservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantees mail notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust and The Manor Conservancy, Inc., their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, their 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.

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

GRANTORS:

Mark G Midei (SEAL)
Mark G. Midei

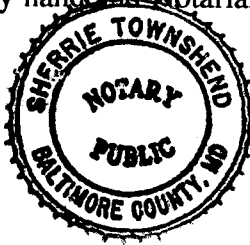
Denise B Midei (SEAL)
Denise B. Midei

STATE OF MARYLAND, 18th of December, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared MARK G. MIDEI, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged he executed the same for the purposes therein contained and in my presence signed and sealed the same.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0333, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

WITNESS my hand and Notarial Seal.



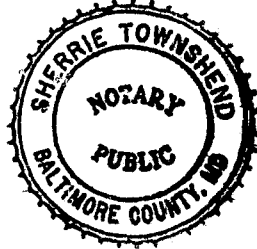
Sherrie Townsend

Notary Public
My Commission Expires: 3/1/03

STATE OF MARYLAND, 18th of December, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared DENISE B. MIDEI, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.



Sherrie Townsend

Notary Public
My Commission Expires: 3-1-03

ACCEPTED BY

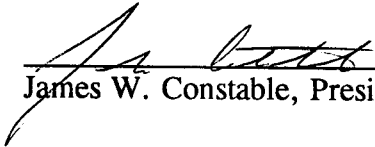
THE MARYLAND ENVIRONMENTAL TRUST AS GRANTEE:

John Bernstein

John Bernstein, Director

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0334, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.


THE MANOR CONSERVANCY, INC.
AS GRANTEE:


James W. Constable, President

I hereby certify that this deed was prepared by or under the supervision of
Shawn Fenlon, an attorney admitted to practice by the Court of
Appeals of Maryland.



Approved as to legal form and sufficiency this 26 day of December 2000
"Approved" means that 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 TRUST SUBORDINATION

NATIONSBANK N.A., a corporation organized and existing under the law of the State of DELAWARE, the beneficiary under a deed of trust dated April 15, 1999, given by Mark G. Midei and Denise B. Midei and recorded among the Land Records of Baltimore County, Maryland, in Liber 0013698, folio 162, hereby joins in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 20TH day of DECEMBER, 2000.

NATIONSBANK N.A., a corporation organized and existing under the law of the State of DELAWARE

BANK OF AMERICA N.A. FKA NATIONSBANK N.A.

By: [Signature] (SEAL)
Name MIKE PARLE
Title ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA : COUNTY OF ORANGE : TO WIT:

I HEREBY CERTIFY that on this 20TH day of DECEMBER, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared MIKE PARLE, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the ASST. VICE PRESIDENT BANK OF AMERICA N.A a corporation organized and existing under the law of DELAWARE, that {she/he} has been duly authorized to execute such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

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

[Signature]
Notary Public

My commission expires on 5/5/2004



BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0336, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

DEED OF TRUST SUBORDINATION 0014888 337

ASTORIA FEDERAL MTG CORP, a corporation organized and existing under the law of the State of New York, the beneficiary under a deed of trust dated 4-15-99 given by MARK G. MIDEI AND DENISE B. MIDEI and recorded among the Land Records of Baltimore County, Maryland, in Liber 0013698, folio 152, hereby joins in the execution of this Conservation Easement for the express purpose of subjecting all of its respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 20th day of December, 2000.

ASTORIA FEDERAL MTG CORP, a corporation organized and existing under the law of the State of New York

By: Elizabeth Novotny (SEAL)
Name Elizabeth Novotny
Title Assistant Secretary

STATE OF New York: COUNTY OF NASSAU: TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared Elizabeth Novotny, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the Assistant Secretary of Astoria Federal Mtg Corp, a corporation organized and existing under the law of New York, that [she/he] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

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

Donna Rodriguez
Notary Public

My commission expires on 8-14-01.

DONNA RODRIGUEZ
Notary Public, State of New York
No. 41-4954674
Qualified in Queens County
Commission Expires August 14, 2001

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0337, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

Exhibit A
Page One

LEGAL DESCRIPTION
15505 Carroll Road

Beginning for the same at a point on the south side of Carroll Road as now widened, said point of beginning being the beginning of the eleventh or last line of the fourth parcel of land conveyed by George C. Roveti to Maria Claire Roveti by deed dated January 31, 1995 and recorded among the Land Records of Baltimore County in Liber 11108, Folio 645, and running thence, leaving Carroll Road and binding reversely on the tenth, ninth, eighth, seventh, sixth, fifth and fourth lines of the aforesaid fourth parcel of land described in said deed, the seven following courses and distances:

- 1. South 19 degrees, 35 minutes, 39 seconds East, 1680.33 feet*
- 2. South 80 degrees, 39 minutes, 57 seconds East, 388.78 feet,*
- 3. South 24 degrees, 18 minutes, 30 seconds West, 342.14 feet,*
- 4. South 87 degrees, 46 minutes, 00 seconds West, 394.28 feet,*
- 5. North 29 degrees, 31 minutes, 30 seconds East, 65.80 feet,*
- 6. North 28 degrees, 45 minutes, 00 seconds East, 299.20 feet,*
- 7. North 80 degrees, 39 minutes, 57 seconds West, 836.34 feet, and running thence, binding reversely on part of the third line of the aforesaid fourth parcel of land described in said deed,*

North 01 degrees 58 minutes, 17 seconds West, 391.11 feet to the end of the third line of the Saving and Excepting parcel of land described in said deed, and running thence, binding reversely on part of the third line of the aforesaid Saving and Excepting parcel of land described in said deed,

North 37 degrees, 49 minutes, 12 seconds West, 511.34 feet to the end of the eighth line of the second parcel of land described in said deed, and running thence, binding reversely on the eighth, seventh, sixth, fifth, fourth and third lines of the aforesaid second parcel of land described in said deed, the six following courses and distances:

- 1. North 76 degrees, 23 minutes, 23 seconds West, 24.39 feet,*
- 2. North 69 degrees, 43 minutes, 07 seconds West, 112.40 feet,*

Exhibit A

Page Two

3. North 47 degrees, 55 minutes, 23 seconds West, 150.73 feet,
4. North 28 degrees, 21 minutes, 28 seconds West, 70.76 feet,
5. North 38 degrees, 07 minutes, 28 seconds West, 159.60 feet,
6. North 52 degrees, 14 minutes, 56 seconds West, 54.76 feet, to the south side of the aforesaid Carroll Road there situate, and running thence, binding reversely on the second line of the aforesaid second parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 66 degrees, 03 minutes, 32 seconds East, 125.12 feet, and running thence, binding reversely on part of the second line of the first parcel of land described in said deed to the beginning thereof and on the south side of the aforesaid Carroll Road there situate,

North 64 degrees, 18 minutes, 50 seconds East, 226.08 feet, and running thence, binding reversely on the first line of the first parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 74 degrees, 33 minutes, 50 seconds East, 419.76 feet, and running thence, binding on the fourth or last line of the third parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 281.67 feet and running thence, binding reversely on the eleventh or last line of the aforesaid fourth parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 25.02 feet to the place of beginning.

Containing 30.735 Acres of Land more or less.

Together with the right of ingress and egress through, over, under and across all that strip of land lying between the south right of way line of the aforesaid Carroll Road as set forth and established in the above described parcel of land and the southerly edge of the aforesaid Carroll Road as now paved.

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Exhibit A
Page Three

Subject to the restrictions, conditions, covenants and agreements fully set forth in a deed from Bonnie Brook, Inc. To Aston, Inc. and recorded among the Land Records of Baltimore County in Liber O.T.G. 4869, Folio 712.

BEING the same property which by Deed dated December 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 11347, Folio 562 was conveyed by George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased, to Mark G. Midei and Denise B. Midei, his wife.

Deed of Conservation Easement
Mark G. Midei and Denise B. Midei
Exhibit B
Summary of Conservation Values
Page One

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

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan, adopted in 1990 by the Baltimore County Planning Board.

The Property lies within an Agricultural Protection Area. County goals for Agricultural Protection Areas include:

- (a) Preserving agriculture and other resource conservation areas in Baltimore County is important for present and potential production of food and other crops, economic diversity, maintenance of environmental quality, open space protection, cultural site protection, and general quality of life. The County reaffirms its public policy to support the retention of a viable agricultural industry, and the protection of resource conservation areas.
 - (b) It is the policy of Baltimore County to improve the quality of its environment by preserving rare and significant species habitat, anadromous fish habitat, tidal and non-tidal wetland habitat, in-stream riparian habitat, and upland forest habitat.
 - (c) Areas of historical agricultural significance should be maintained in permanent agricultural preservation.
 - (d) Promote the utilization of the Maryland Environmental Trust to acquire or accept easements on agricultural or open space land.
2. Area of Critical State Concern: The Property lies within the Gunpowder Falls watershed which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board. Significant Critical Areas relating to Gunpowder Falls are steep slopes, trout waters, floodplain areas, and prime agriculture, forestry, and wildlife lands.
(Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Planning Board, 1977).

Exhibit B
Page Two

3. Protection of Farmland and Woodland: The Property includes about 28 acres of productive farmland and woodland.
4. Scenic Value: The Property is an integral part of the rural scenic landscape of Baltimore County visible to the public from Carroll Road.
5. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the Property adjacent to the tributary of Carroll Branch. 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.
6. Maryland Environmental Trust Policy: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on October 2, 1995.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14888, p. 0342, MSA_CE62_14743. Date available 03/08/2005. Printed 09/07/2023.

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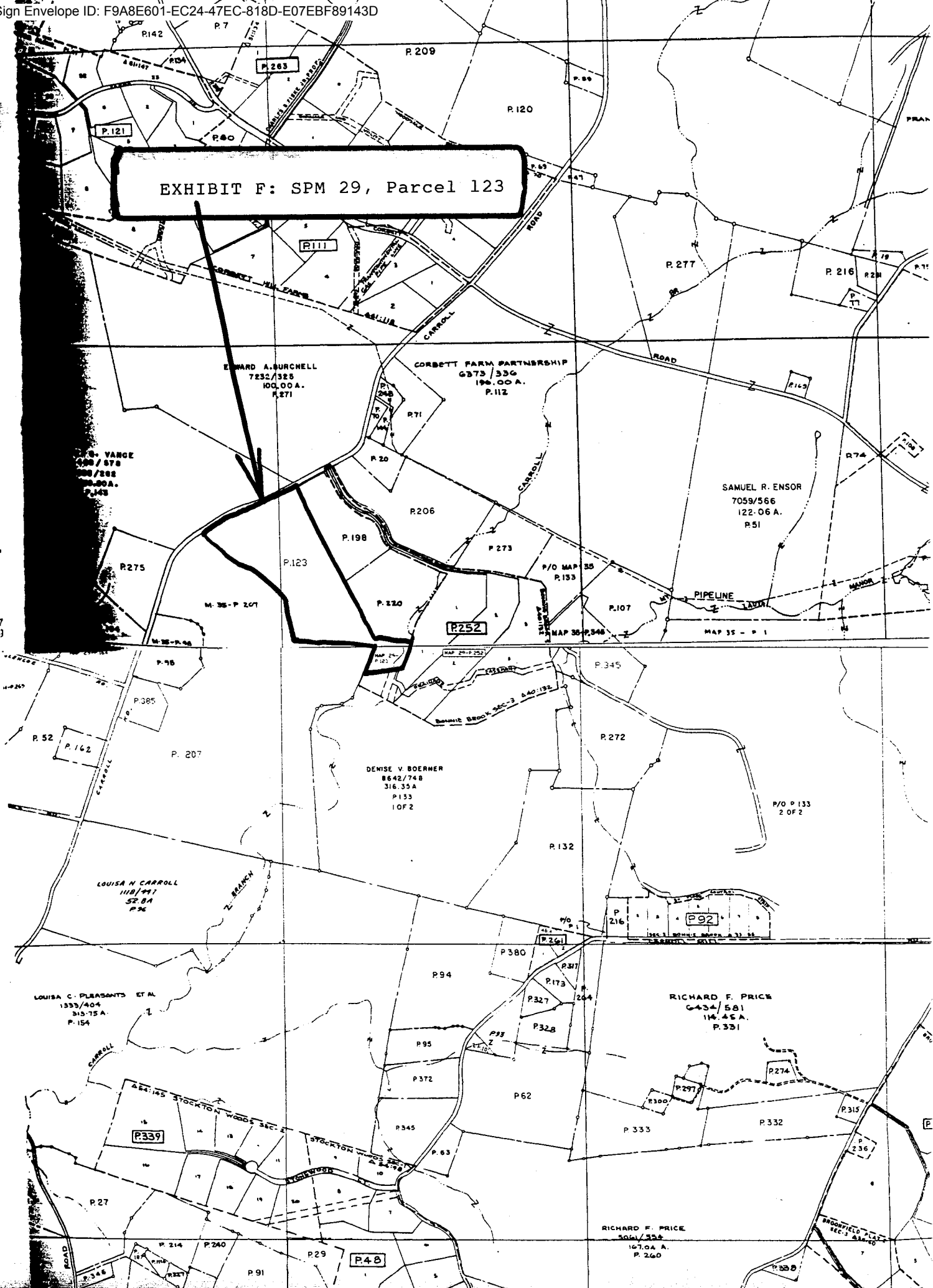
Deed of Conservation Easement
Mark G. Midei and Denise B. Midei
Exhibit C
Inventory of Existing Structures

1. Residence
2. Garage
3. Shed

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EXHIBIT F: SPM 29, Parcel 123



0014888 345

State of Maryland Land Instrument Intake Sheet

Baltimore City County: BALTIMORE CO.

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

INSTRUMENT SURETY FEE 5.00
RECORDING FEE 75.00
TOTAL 80.00
Reg # 6405 Rpt # 03376
SM BC BK # 2305
Dec 28, 2000 03:01

1 Type(s) of Instruments: Deed, Mortgage, Other CONSERVATION EASEMENT
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

Table with 2 main columns: Consideration Amount and Finance Office Use Only. Includes rows for Purchase Price, Mortgage, and Transfer Tax.

Table with 3 columns: Amount of Fees, Doc. 1, Doc. 2. Includes rows for Recording Charge, Surcharge, State Recodation Tax, etc.

6 Description of Property: SDAT requires submission of all applicable information. Location/Address of Property Being Conveyed: 15505 CARROLL ROAD MONKTON 21111

7 Transferred From: Doc. 1 - Grantor(s) Name(s): MARK G. MIDEI, DENISE B. MIDEI

8 Transferred To: Doc. 1 - Grantee(s) Name(s): MARYLAND ENVIRONMENTAL TRUST, THE MANOR CONSERVANCY

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

10 Contact/Mail Information: Instrument Submitted By or Contact Person: JIM HIGHSJAW, MD ENVIRONMENTAL TRUST

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Assessment Information: Yes/No Will the property being conveyed be the grantee's principal residence?

Table with 4 columns: Year, Date Received, Deed Reference, Assigned Property No. Includes rows for Land, Buildings, Total, and Town Cd.

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

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TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signature
Date 12/28/00 Sec 33-139 EAS

Space Reserved for County Validation

Space Reserved for Circuit Clerk Recording Validation