

# DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 3 of day of DECEMBER, 2001, by and between CHARLES J. ARNOLD and MARY S. ARNOLD, having an address at 11042 Greenspring Avenue, Lutherville, Maryland 21093-0477 ("Grantors") 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 and 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 the natural and scenic qualities of the environment;

WHEREAS Grantors own in fee simple 7.86 acres, more or less, of certain real property ("Property") situate, lying and being in the Third Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by Ivy Hill, Inc. by Deed dated September 14, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber 5804, Folio 412;

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 Grantee is willing to accept such Conservation Easement;

WHEREAS Grantors 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;

WHEREAS Grantors and Grantee 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 Grantee is authorized by the laws of Maryland to accept, hold and administer conservation easements, and possesses the authority to accept and is

willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" 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 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 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 Grantee 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, including horse training, boarding and breeding facilities, 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.

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 easement or state and local environmental or game laws; 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 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 combating erosion or flooding, (2) for agriculture and silviculture on the Property, or (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 Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland prepared by the Maryland Department of the Environment or comparable provisions of any guidelines or regulations which may replace the Guidelines 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 principal residence (for example, garage, well house, and swimming pool);
- (2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;
- (3) Subject to the size limitation for the existing garage apartment set forth below, to replace all existing structures and other structures permitted under this Conservation Easement with structures of similar purpose;

- (4) Subject to the size limitation for the existing garage apartment set forth below, 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.

Notwithstanding the provisions of Article II,G(3) and G(4) regarding replacement and expansion of structures, the existing garage apartment listed in Exhibit C herein shall not be subdivided from the principal residence to which it is appurtenant, shall not be expanded beyond its existing size of approximately 1,500 square feet of total floor space, and may be replaced only with another apartment which shall not exceed the size of the existing apartment. Appurtenant structures associated with the garage apartment are prohibited.

Grantors shall notify Grantee 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 Grantee.

- 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 two (2); specifically, one (1) principal residence and one (1) accessory apartment. Each such residential structure shall be used only for the purpose of a single family dwelling unit.
- I. The division, partition or subdivision ("Division") of the Property into two or more parcels of land, for any purpose, 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.
- J. Grantors hereby grant 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 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.

- K. 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.
- L. Except to the extent that prior written approval of Grantee 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 Grantee in writing before exercising such right.

### ARTICLE III. ENFORCEMENT AND REMEDIES

- A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantee 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 <u>ex</u> <u>parte</u> 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.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors 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 covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.
- C. Grantee, its employees and agents and its 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. This right of inspection does not include access to the interior of buildings and structures.

#### 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 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 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 D consists of eight (8) 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 is attached hereto and made a part hereof. This is to be used 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. Grantee may assign, upon prior written notice to Grantors, 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 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 Grantee; and if Grantee 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 Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires 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 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. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, 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. Grantee 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 its rights under this Conservation Easement.
- I. Grantors and Grantee agree that all mortgages and deeds of trust affecting the Property or which shall affect the Property subsequent to the date of this Conservation Easement, but prior to the recording of this Conservation Easement, are subordinate to the rights of Grantee 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 Grantee pursuant to any provision 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 Grantors.
- K. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantee mails notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its 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 Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

Charles J. Arnold	_(SEAL)
Mary S. Arnold	_(SEAL)

STATE OF MARYLAND, Anne General To WIT:

I HEREBY CERTIFY, that on this 26 th day of Lecender, 2001, before me the subscriber a National Public State Control of the Subscriber as National Public State Control o

hefore me the subscriber, a Notary Public of the State aforesaid, personally appeared CHARLES J. ARNOLD, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand	and Notarial Scal	
	June Br	- Dug
	Notary Public My Commission Expires: _	11/30/03
STATE OF MARYLAND, _	of	TO WIT:

I HEREBY CERTIFY, that on this 27 day of DEC, 2001, before me the subscriber, a Notary Public of the State aforesaid, personally appeared MARY S. ARNOLD, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged that 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: 5-1-200C

#### ACCEPTED BY

THE MARYLAND ENVIRONMENTAL TRUST AS GRANTEE:

John Bernstein

Director

I hereby certify this deed was prepared by or under the supervision of <u>Awall</u>, an attorney admitted to practice by the Court of Appeals of Maryland.

Approved as to legal form and sufficiency this day of leave, legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

#### NU. UUIJ 1. Z

(SEAL)

#### MORTGAGE SUBORDINATION

Sandy Spring National Bank of Maryland, a National bank organized and existing under the laws of the State of Maryland, which is the Mortgagee under a Mortgage, dated 1-34-1, 200, given by Charles J. and Mary S. Arnold, and recorded among the Land Records of Baltimore County, Maryland in Liber 1204, folio 45. hereby joins in the execution of this Conservation Easement for the express purpose of subordinating its respective right, title and interest under such Mortgage and in and to the Property to the operation and effect of this Conservation Easement.

IN WITNESS WHEREOF, the Mortgagee has executed and ensealed this Subordination Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative this 21th day of November, 2001.

WITNESS: Laid Cacoleson Sandy Spring National Bank of Maryland

DO ABOUT DIE

OF Mouland COUNTY OF

Public for the sate and county aforesaid, personally appeared Nan ly Legal to the foregoing instrument, who acknowledged that he/she is the South legal to the foregoing National Bank of Maryland, a corporation organized and existing under the laws of the State of Maryland, that he has been duly authorized to execute, and executed, such instrument on its behalf for the purposes therein 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.

Notary Public

My commission expires on 5

GAIL R. JACOBSON NOTARY PUBLIC STATE OF MARYLAND County of Montgomery My Commission Expires May 1, 2005

113602 v. (09772.00001)

DEC-20-2001 13:47

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15912, p. 0361, MSA\_

410 6591350

P.02

#### DEED OF TRUST SUBORDINATION

Sally A. Hoffmann, Sub., Trustee and Citimortgage, Inc., a corporation organized and existing under the laws of the State of <u>Delaware</u>, who are respectively the trustee and beneficiary under a deed of trust dated <u>December 23, 1996</u> given by Charles J. and Mary S. Arnold and recorded among the Land Records of Baltimore County, Maryland, in Liber 1973, folio , hereby joins in the execution of this Conservation Easement for the express purpose of subjecting all of their respective rights, title and interests under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, the said trustee and beneficiary have executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this <u>20</u> day of <u>December</u>, 2001.

WITNESS:

Pat P. Robinson

THE Trustee

Citimortgage, Inc., a corporation organized and existing under the laws of the State of Delaware

ATTEST:

Pat P. Robinson, Asst. Secretary

Name Sally A. Hoffmann

Title Assistant Vice President

STATE OF MISSOURI	_: COUNTY/CITY OF	ST LOUIS	_: TO WIT:
Notary Public for the state ar	, known to me or the foregoing instrument, the foregoing instrument, that [she/h	ersonally appeared satisfactorily prowho acknowledge speny a corporated last been duly a	ed oven to be the person ged that [she/he] is the ion organized and existing authorized to execute, and
IN WITNESS WHEI above written.	REOF, I have set my hand	and Notarial Sea	l, the day and year first
My commission expires on _	Notary Public 03-25-2002	H. Mff	KIMBERLY A. CUPP Notary Public - State of Missouri County of Jefferson My Commission Expires 03/25/2002
STATE OF MISSOURI	_: COUNTY/CITY OF	ST LOUIS	_: TO WIT:
Notary Public for the state and As Substitute, name is subscribed to the for such instrument as trustee for such instruments.	Trustee, known to me or stegoing instrument, who ac	ersonally appeare satisfactorily prove cknowledged that forth, and that it i	ren to be the person whose t [she/he] has executed s [her/his] act and deed.
My commission expires on _	03-25-2002	12187	IDEDLY A CHIDD

KIMBERLY A. CUPP
Notary Public - State of Missouri
County of Jefferson
My Commission Expires 03/25/2002

Exhibit A

all that parcel of ground situate, lying and being in the Third Election District of Baltimore County and described as follows, that is to say:

BEGINNING for the same at the end of three and six-tenths perches on the fourth line of the whole lot of ground conveyed by Charles O. Cockey, Trustee to Annie E. Agnus by Deed dated May 12, 1891 and recorded among the Land Records of Baltimore County in Liber J.W.S. No. 186, folio 89, etc., said point of beginning being also in the center of the Dover Road and running thence on said fourth line north eighty-eight and one-quarter degrees west six hundred and sixty-nine feet; thence north three degrees west six hundred fifty-five feet to the south side of an avenue thirty feet wide; still north three degrees west fifteen feet to the center of said avenue; thence, along the center of said avenue north eighty-three and one-half degrees east two hundred and three feet nine inches to the center of Dover Road; thence along the center of said road south forty-one degrees and one-half of a degree east five feet nine inches, south forty-nine degrees east two hundred and ninety-seven feet, south twenty-seven and one-quarter degrees east five hundred and ninety-four feet to the place of beginning. CONTAINING seven and eighty-six one hundredths acres of land

BEING the same property which by Deed dated September 14, 1977 and recorded among the Land Records of Baltimore County in Liber 5804, Folio 412 was granted and conveyed by Ivy Hill, Inc. to Charles J. Arnold and Mary S. Arnold, his wife.

# Deed of Conservation Easement Charles and Mary Arnold Exhibit B Summary of Conservation Values Page One

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

 Master Plan: This Conservation Easement is consistent with and supports the land use policy of the <u>Baltimore County Master Plan</u>, 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, instream 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.
- Area of Critical State Concern: The Property lies in the Green Spring Valley which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board. (Source: <u>Designation of Areas of Critical State Concern within</u> Baltimore County, Baltimore County Planning Board, 1977).

# Exhibit B Page Two

- 3. Agricultural Land: The Property includes about 5 acres of productive agricultural land.
- 4. <u>Scenic Value</u>: The Property is an integral part of the rural scenic landscape of Baltimore County visible to the public from Greenspring Avenue and Greenspring Valley Road.
- 5. <u>Historic District and House:</u> The Property is located in the Green Spring Valley National Register Historic District. The existing residence, Ledger Hill, is on the State Historic Sites Inventory (Site #1606).
- 6. Part of Larger Conservation Area: The Property is surrounded by a number of conservation easements held by the Maryland Environmental Trust.
- 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.

# Deed of Conservation Easement Charles J. Arnold and Mary S. Arnold Exhibit C Inventory of Existing Structures

- Principal Residence, known as Ledger Hill. Site #1606 in the State Historic Sites Inventory.
- 2. Garage with Apartment

