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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 29<sup>th</sup> day of September 1999, by and between JERVIS SPENCER FINNEY and PATRICIA V. FINNEY having an address at 4028 Stewart Road, Stevenson, Maryland 21153, ("Grantors") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 and the LAND PRESERVATION TRUST, INC., having an address c/o Edward A. Halle, Jr., 11 East Lexington Street, Baltimore, Maryland 21202 ("Grantees").

## WITNESSETH

WHEREAS the Maryland Environmental Trust, a Grantee, 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 and to seek and accept deeds of conservation easement;

WHEREAS, the Land Preservation Trust, Inc., a Grantee, is a qualified organization under Section 170 of the Internal Revenue Service Code and the regulations thereunder to receive qualified conservation contributions;

WHEREAS Grantors own in fee simple a parcel consisting of 2.97 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 and as shown on the Plan attached hereto as Exhibit B, being the property which was conveyed to the Grantors by Howard Baetjer II and others by Deed dated May 23, 1991 and recorded among the Land Records of Baltimore County, Maryland in Liber 8826 Folio 460;

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 set forth in Exhibit D attached hereto;

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 or structures permitted under this Deed of Conservation Easement without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property. Any commercial activities in any permitted accessory structures described in Article II, G(2) of this Deed shall be limited to activities related to agriculture, such as boarding horses. Notwithstanding the first sentence, commercial recreation, except for a de minimis amount, is prohibited.

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 combating 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 or (4) for the creation of a pond in accordance with local, state, and federal permits.

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

F. Management and harvesting of all forests on the Property, except for removal of invasive species, 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, but not limited to, garage, well house, swimming pool, pond and pier);

(2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property including, but not limited to, a barn, appropriate sheds, a chicken coop, and fencing;

(3) Except for any structures listed as historic, to replace all existing structures and other structures permitted under this Conservation Easement with structures of similar purpose;

(4) To improve, repair, restore, alter, expand, remodel, and maintain all existing structures listed in Exhibit C attached hereto and other structures permitted under this Conservation Easement.

(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, all of which shall be subject to the prior written approval of Grantees, not to be unreasonably withheld.

H. The total number of residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, apartments) on the Property shall never exceed those listed on Exhibit C.

I. Division of the Property into two or more parcels of land, for any purpose, is prohibited. However, upon Grantors' request, 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.

J. Grantors shall establish and maintain a vegetative buffer strip along any tributaries or streams on the Property. The minimum width of any such buffer strip 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.

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 hereafter 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 hereafter 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

0014881 540

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. Grantors shall pay all expenses of Grantees (including reasonable counsel fees) incurred in connection with any such request.

### 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.

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 one page.
- B. Exhibit B: Plan of the Property is attached hereto and made a part hereof. Exhibit B consists of one page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one page.
- D. Exhibit D: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit D consists of one page.
- E. Exhibit E: 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 E consists of ten color slides and one page.
- F. Exhibit F: 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 F consists of one 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. Grantors, their personal representatives, heirs, successors and assigns, further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the property is conveyed.

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 and any consents, assignments and other papers related hereto, 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

0014881 543

Conservation Easement, which shall be recorded in the land records by Grantee 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 Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032 and to the Land Preservation Trust, Inc., c/o Edward A. Halle, Jr., 11 East Lexington Street, Baltimore, Maryland 21202, or to such other addresses as Grantees may establish in writing on notification to Grantors.

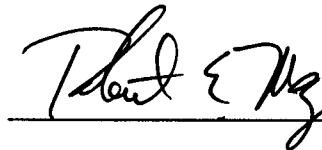
K. In any case where the terms of this Conservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees, and not unreasonably withheld. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantees mail notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust and the Land Preservation Trust, 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.

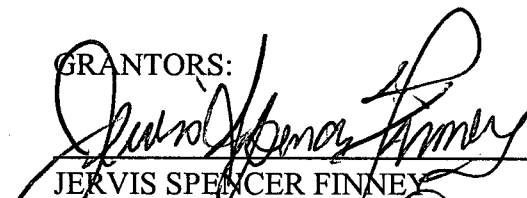
IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

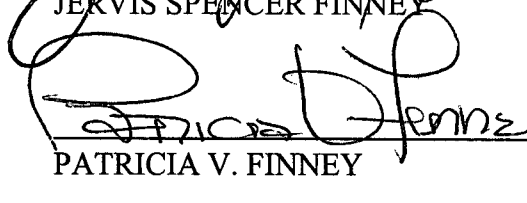
WITNESS:





GRANTORS:

 (SEAL)  
JERVIS SPENCER FINNEY

 (SEAL)  
PATRICIA V. FINNEY

STATE OF MARYLAND, City of Baltimore, TO WIT.

I HEREBY CERTIFY, that on this 29th day of September 1999, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Jervis Finney & Patricia Finney, known to me (or satisfactorily proven) to be the Grantors of the foregoing Deed of Conservation Easement and acknowledged they executed the same for the purposes therein contained and in my presence signed and sealed the same.



0014881 544

WITNESS my hand and Notarial Seal.

Stephanie Ann Hall  
Notary Public

My Commission Expires: STEPHANIE ANN HALL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 22, 2001

ACCEPTED BY:  
MARYLAND ENVIRONMENTAL TRUST

By: John Bernstein  
John Bernstein  
Director

THE LAND PRESERVATION TRUST, INC.  
AS GRANTEE:

By: Michael Hall  
~~Edward A. Halle, Jr., Vice President~~  
MICHAEL HALL

I hereby certify, this deed was reviewed for legal form and sufficiency by  
Rose H. M. J. F. an attorney admitted to practice by the Court of Appeals of  
Maryland.

Rose H. M. J. F. 11-10-00

0014881 545

DEED OF APPOINTMENT SUBSTITUTING TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, heretofore on the 2nd day of December, 1993,  
Jervis Spencer Finney and Patricia V. Finney, executed, acknowledged and  
 delivered a Deed of Trust to Stanley W. Burdette and Edward A. Kouneski, as Trustee, securing the  
 prompt payment of a certain Deed of Trust Promissory Note of even date in the principal sum of THREE  
HUNDRED TWO THOUSAND AND 00/100 securing 4028 Stewart Road, Stevenson, Maryland 21153  
 said Deed of Trust being recorded among the Land Records of Baltimore County on  
February 24, 1994, as Liber No. 10366, folio 147, Page(s)

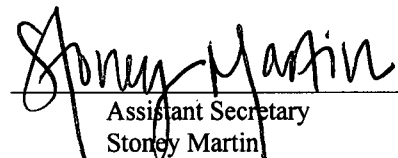
WHEREAS, GE Capital Mortgage Services, Inc., as the present Noteholder, desires to  
 appoint a Substitute Trustee in the place and in the stead of Stanley W. Burdette and Edward A.  
Kouneski, nominated Trustees under the aforesaid Deed of Trust: and,

WHEREAS, the Deed of Trust provides for the power of the Noteholder to the Substitute  
 Trustee all as more fully recited in said Deed of Trust:

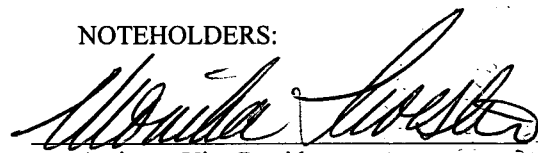
NOW, THEREFORE, the said GE Capital Mortgage Services, Inc., as holder of the  
 aforesaid Promissory Note, acting pursuant to the authority contained in said Deed of Trust, does  
 hereby appoint GE CAPITAL MORTGAGE TRUST DEED SERVICES, INC. as Substitute Trustee in  
 the place and in the stead of nominated Trustees with the same rights, powers, discretions and  
 obligations as the original Trustees all as permitted by said Deed of Trust.

IN WITNESS WHEREOF the said holders and owners have executed this instrument  
 this 5th day of August, 1999.

WITNESS:

  
 Assistant Secretary  
 Stonley Martin

NOTEHOLDERS:

  
 Assistant Vice President  
 Monika Troester

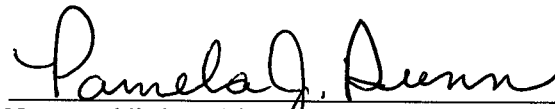
BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14881, p. 0545, MSA\_CE62\_14736. Date available 03/08/2005. Printed 09/23/2024.

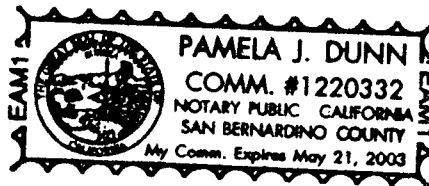
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State of California       )  
                                      )  
County of San Bernardino)       ss:

On this 6th day of August, 1999, before me the undersigned Notary Public for said State, personally appeared Stoney Martin, and Monika Troester personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public in and for said County and State



0014881 547


## JOINDER AND CONSENT OF MORTGAGEE

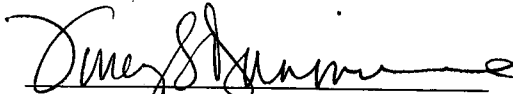
The undersigned, on behalf GE CAPITAL MORTGAGE SERVICES, INC. as beneficiary, and the trustees under that certain Mortgage/Deed of Trust dated 12/2/93 recorded among the Land Records of Baltimore County at Liber 10366, Folio 147, to the trustees named therein from Jervis Spence and Patricia V. Finney, as Grantor, hereby join in the execution of the foregoing Deed of Conservation Easement for the purposes of expressing consent thereto and of binding, subjecting and subordinating the aforesaid Deed of Trust and the interest of the beneficiary and trustees under such Deed of Trust in the property described therein to the terms of such Deed of Conservation Easement.

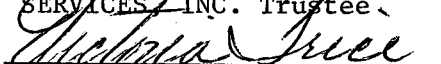
WITNESS:

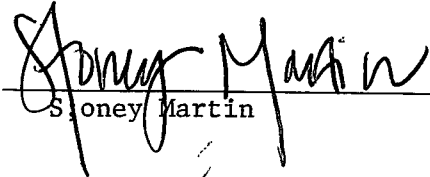
[GE CAPITAL MORTGAGE SERVICES, INC.]

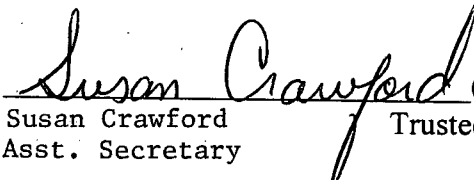
  
Teri Goulet

By:  (SEAL)  
Name: Monika Troester  
Title: Asst. Vice-President

  
Vincy S. Dunmire

GE CAPITAL MORTGAGE TRUST DEED  
SERVICES, INC. Trustee  
 (SEAL)  
Victoria Trice Trustee  
Asst. Vice-President

  
Soney Martin

 (SEAL)  
Susan Crawford Trustee  
Asst. Secretary

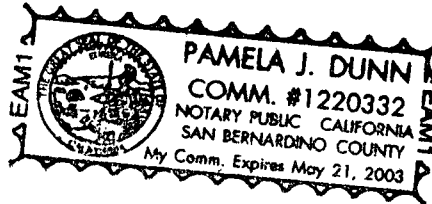
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State of California )  
 )  
 County of San Bernardino) ss:

On this 6th day of August, 1999, before me the undersigned Notary Public for said State, personally appeared Victoria Trice, and Susan Crawford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Pamela J. Dunn*  
 Notary Public in and for said County and State





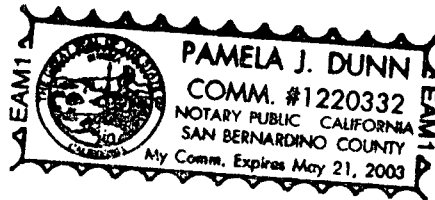
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State of California )  
 ) ss:  
 County of San Bernardino)

On this 6th day of August, 1999, before me the undersigned Notary Public for said State, personally appeared Monika Troester, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Pamela J. Dunn*  
 Notary Public in and for said County and State



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MD ENV TRUST

PAGE 02

# MARYLAND ENVIRONMENTAL TRUST

(If mortgage)

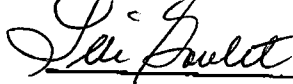
GE CAPITAL MORTGAGE

~~SERVICES, INC.~~ a corporation organized and existing under the law of the State of ~~Maryland~~, [omit if mortgage is seller financed by individuals(s)] who is the Mortgagee under a Mortgage, given by Jervis Spencer & Patricia and recorded among the Land Records of Baltimore County, Maryland in Liber 10366 folio 147, 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.

\*V. Finney

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 5th day of August, 1999.

WITNESS:



Teri Goulet

 (SEAL)

Name Sunday DeFelice  
Title Assistant Vice-President

STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me, a Notary Public for the state and county aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [he/she] is the [TITLE: i.e. President, VP, etc] of [NAME OF BANK], a corporation organized and existing under the law of \_\_\_\_\_, that [he/she] 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

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State of California )  
 ) ss:  
 County of San Bernardino)

On this 6th day of August, 1999, before me the undersigned Notary Public for said State, personally appeared Sunday DeFelice,  
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Pamela J. Dunn  
 Notary Public in and for said County and State

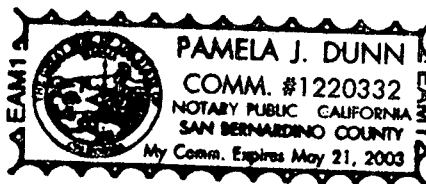


EXHIBIT A  
LEGAL DESCRIPTION

All that lot of ground situate in Baltimore County, State of Maryland and described as follows:

BEGINNING for the same at a point in the north  $86\frac{3}{4}$  degrees east 1689 foot line of the land which by a deed dated December 27, 1921 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 548 Folio 483 was conveyed by the Green Spring Valley Company to Redmond C. Stewart, said point being at the distance of 1439.05 feet from the beginning of said line; and running thence north 13 degrees 05 minutes and 30 seconds west 143.63 feet, north 6 degrees 55 minutes and 45 seconds west 59.69 feet, north 1 degree 19 minutes and 50 seconds east 281.67 feet, north 7 degrees 47 minutes and 30 seconds west 71.54 feet, north 31 degrees and 57 minutes west 56.66 feet, north 12 degrees 29 minutes and 40 seconds west 77.83 feet, 0 degrees 39 minutes and 30 seconds west 132.24 feet, thence north 86 degrees and 42 minutes east 231.23 feet, thence south 4 degrees and 01 minute west 830.24 feet, thence north 85 degrees and 15 minutes west 81.63 feet along the north  $86\frac{3}{4}$  degrees east 1689 foot line to the place of beginning. Containing 2.97 acres more or less.

Together with the right of ingress and egress over the road known as Stewart Road extending through the south end of the property hereby conveyed to Park Heights Avenue.

For reference to title see the following:

1. Deed from Josephine S. Finney, widow to Jervis Spencer Finney and wife, et al, dated December 26, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7757 folio 490.
2. Deed from Josephine S. Finney, widow, to Jervis Spencer Finney and wife, et al dated January 4, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7776 folio 836.

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EXHIBIT B  
PLAN OF PROPERTY

FEASIBILITY STUDY  
OF THE  
**FINNEY PROPERTY**

4020 STEWART ROAD  
Deed Ref. S.M. No. 8826-1010-460  
Tax Account No. 03-06-020026  
Zoned R.C. 5, & R.C. 2  
Tax Map 68, Grid 7, Parcel 210  
3RD ELECTION DISTRICT  
2ND COUNCILMANIC DISTRICT  
BALTIMORE COUNTY, MARYLAND

Scale: 1" = 40'

APRIL 21, 1999

**GERHOLD, CROSS & ETZEL, LTD**

REGISTERED PROFESSIONAL LAND SURVEYORS

Suite 100

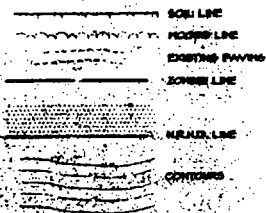
920 East Towson Town Boulevard

Towson, Maryland 21286

(410) 825-4470

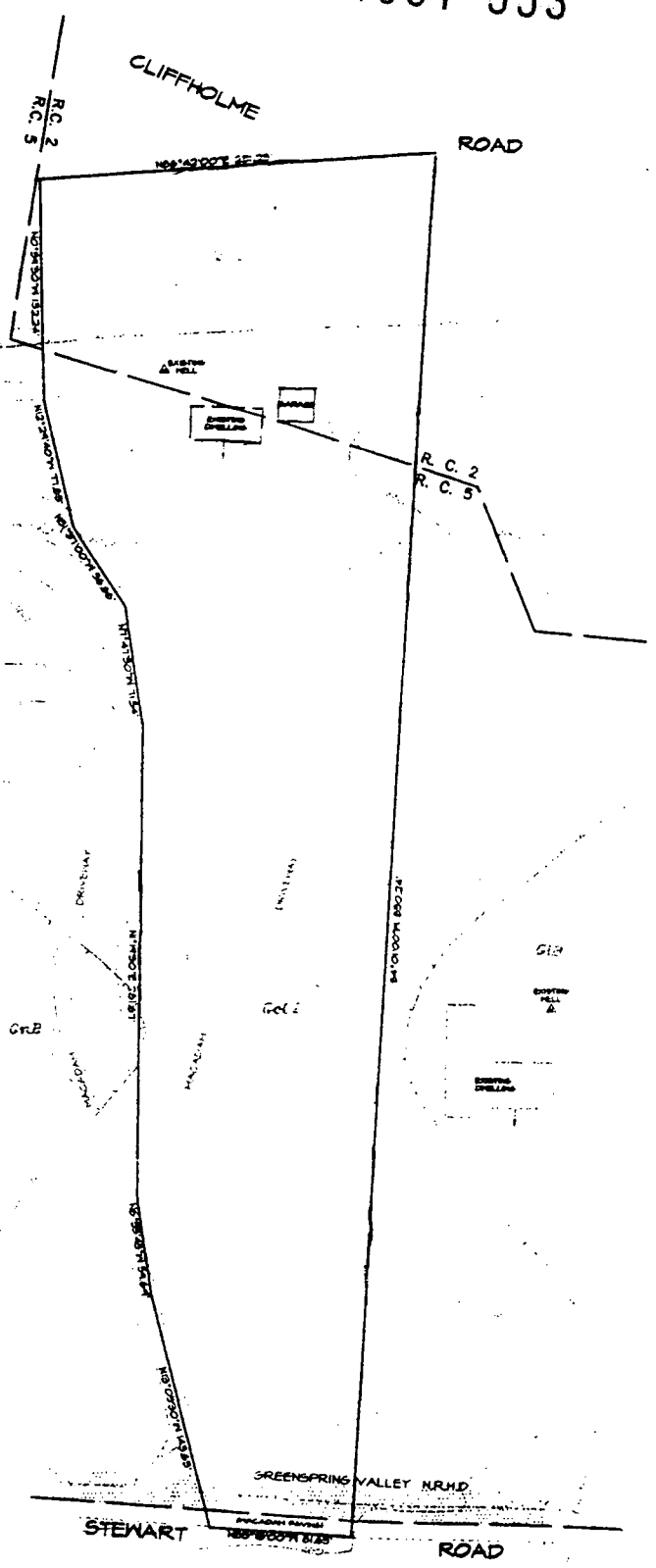
DATE: 10/20/98, J.S.A. PLAN: FINNEY PROPERTY

SYMBOLS LEGEND



SOIL TYPES & LIMITATIONS

TYPE	REMARKS/REVISIONS	REMARKS/REVISIONS	REMARKS/REVISIONS
100	100% SLOPE	100% SLOPE	100% SLOPE
100	100% SLOPE	100% SLOPE	100% SLOPE
100	100% SLOPE	100% SLOPE	100% SLOPE
100	100% SLOPE	100% SLOPE	100% SLOPE
100	100% SLOPE	100% SLOPE	100% SLOPE





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EXHIBIT C  
INVENTORY OF EXISTING STRUCTURES

1. Two-story, four bedroom, yellow brick residence, with attic, basement, patio, entrance porch and walkway..
2. Two car garage, connected to residence by open walkway.

EXHIBIT D  
SUMMARY OF CONSERVATION VALUES

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, 1989 - 2000 adopted in 1990 by the Baltimore County Planning Board.

The northerly portion of the property lies within the Green Spring Valley National Register Historic District (NRHD). State and County goals for this area includes protection of the traditional, historic character of the area and the preservation of aesthetics, agriculture and other resource conservation areas in Baltimore County which are important for present and potential production of flowers and crops, economic diversity, maintenance of environmental and historical quality, open space protection, cultural site protection, and general quality of life.

2. Scenic Value: The easement will preserve the scenic vistas from the Property along the Green Spring Valley to the north and in the Stewart Road community to the east, south and west.
3. Preservation of Wooded Areas: The easement will preserve the wooded areas located on the Property along the southerly ridge of the Green Spring Valley.
4. 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 May 2, 1988, as amended or to be amended.
5. Future Zoning Changes: The easement will protect the Property, and access thereto and egress therefrom, from development notwithstanding any future change in zoning that might allow a more intensive use thereof.

0014881 556

State of Maryland Land Instrument Intake Sheet  
☐ Baltimore City ☒ County: Baltimore

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)  
( ☐ Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other <u>Leasehold</u> <input type="checkbox"/> Other	FD SURE \$ 5.00 RECORDING FEE 75.00 TOTAL 80.00 Reg # 2481 SM SR Dec 22, 2008 Blk # 1576 12:52 PM
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1] <input type="checkbox"/> Unimproved Sale Arms-Length [2] <input type="checkbox"/> Multiple Accounts Arms-Length [3] <input type="checkbox"/> Not an Arms-Length Sale [9]	
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation State Transfer County Transfer	

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration \$ <u>0</u>		Transfer and Recordation Tax Consideration	
		Any New Mortgage \$		Transfer Tax Consideration \$	
		Balance of Existing Mortgage \$		X ( ) % = \$	
		Other: \$		Less Exemption Amount - \$	
		Other: \$		Total Transfer Tax = \$	
		Full Cash Value \$		Recordation Tax Consideration \$	
		X ( ) per \$500 = \$			
		TOTAL DUE \$			

5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge		\$	\$	Tax Bill: <u>9/3</u> C.B. Credit: Ag. Tax/Other:
		Surcharge		\$	\$	
		State Recordation Tax		\$	\$	
		State Transfer Tax		\$	\$	
		County Transfer Tax		\$	\$	
		Other		\$	\$	
		Other		\$	\$	

6	Description of Property SBAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		3		826/460	68		<input type="checkbox"/> (5)	
		Subdivision Name						Lot (3a)
		Block (3b)						Sect/AR(3c)
		Plat Ref.						SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2) <u>4028 STEWART ROAD STEVENSON MD 21153</u>						
		Other Property Identifiers (if applicable)						Water Meter Account No.
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
		Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						

7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		<u>Jervis Finney</u> <u>Patricia Finney</u>			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	

8	Transferred To	Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)	
		<u>Maryland Environmental Trust</u> <u>Land Preservation Trust</u>		<u>Maryland Environmental Trust</u>	
New Owner's (Grantee) Mailing Address					

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

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided
		Name: <u>John Bernstein</u>		
		Firm: <u>Maryland Environmental Trust</u> Address: <u>100 Community Pl. Crownsville 21032</u> Phone: (410) 514 7400		

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information	<input type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?		
		<input type="checkbox"/> Yes <input type="checkbox"/> No Does transfer include personal property? If yes, identify:			
		<input type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
		Assessment Use Only - Do Not Write Below This Line			
		<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification			
		Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:
		Year	19	19	Geo. Map Sub Block
		Land		Zoning	Grid Plat Lot
		Buildings		Use	Parcel Section Occ. Cd.
		Total		Town Cd.	Ex. St. Ex. Cd.
REMARKS:					

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14881, p. 0556, MSA\_CE62\_14736. Date available 03/08/2005. Printed 09/23/2024.

TRANSMITTAL NOT REQUIRED  
OFFICE OF DEPUTY CLERK  
BALTIMORE COUNTY MARYLAND  
For John Bernstein  
Authorized Signatory  
Dec 22 2008 12:52 PM