

LIBERTY 3 b 5 FOLIO 203

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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 19 day of December, 1986, by and between MARCE R.

McMILLAN and WILLIAM McMILLAN ("Grantors"); and the MARYLAND ENVIRONMENTAL TRUST ("Grantee").

LCR/F 63.00

DEED 0 N

SM CLERK 63.00

#57167 C001 R02 T12:01

12/24/86

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 (1974 Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantors are the owners in fee simple of certain real property ("Property") hereinafter described, situate, lying and being in the Fourth Election District of Baltimore County, Maryland, and more particularly described in Exhibit "A" attached hereto;

WHEREAS the Property has open-space conservation value in its present state as a natural and rural area that has not been subject to development;

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 environmental open-space value of the Property in its present state, 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

AGRICULTURAL TRANSFER TAX STATE DEPARTMENT OF
NOT APPLICABLE ASSESSMENTS & TAXATION

SIGNATURE

JR

DATE 12-24-86

JR 12-24-86

CLERK

DATE

Marie J. Cottman
12-24-86

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 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, 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, horticulture and viticulture are prohibited on the Property, except for (1) such activities as can be or in fact are conducted in existing or permitted structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products (including horses, livestock and their by-products) produced on the Property.

B. Display of billboards, signs or other 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, viticultural, forestry and naturalistic uses of the Property; or (4) to advertise the sale of goods or services produced by permitted uses of the Property; provided that no sign or billboard on the Property shall exceed four feet by four feet.

C. Dumping of soil, trash, ashes, garbage, waste 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, horticulture, viticulture and silviculture on the Property or (2) as may be reasonably necessary for the construction, improvement, demolition and rebuilding, and/or maintenance of permitted structures and accesses.

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 forestry on the Property, or (3) for the construction, improvement, demolition and rebuilding, and/or maintenance of permitted structures, homesites, accesses and wildlife habitat.

E. Removal, destruction and cutting of trees, shrubs and other vegetation is prohibited, except to the extent necessary for:

(1) Application of sound forest management practices including the harvesting of timber and the prevention or treatment of

diseases. (All forestry practices shall serve the dual purpose of (a) protecting the soils, drainage and water quality of the property, and (b) enhancing the sustainable growth and quality of the tree species suited to the site.);

(2) Application of sound farming and erosion control practices;

(3) Maintenance of existing accesses;

(4) Construction and maintenance of farm accesses;

(5) Construction and maintenance of accesses to residences and structures accessory to residences;

(6) Construction of structures as permitted in Paragraphs F and G of Article II.

F. Notwithstanding anything contained in Paragraph G, the total number of residential structures (e.g., principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, seasonal cabins) on the Property shall never exceed three. The location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new access to a residential structure shall be notified to Grantee and shall be subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld. However, to the extent that the applicable zoning regulations in effect at such time, if any, as a third residential structure is constructed on the Property require Grantors to widen, extend, enlarge, rebuild or take any other action with respect to the private roadway presently located on the Property, Grantee's approval shall not be required.

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

- (1) To build an additional single family residence and accessory structures;
- (2) To construct accessory structures designed, constructed and utilized for the purpose of serving the existing or permitted residences (e.g., garage, well house, swimming pool, and pier);
- (2) To construct primary and accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, viticultural, forestry, and naturalistic uses of the Property;
- (4) To replace all existing and permitted structures, or any portions thereof, whether now or hereafter in existence, and whether or not any such structure is in need of replacement, with structures of similar size and purpose. To the extent necessary to replace any such structure, Grantors are permitted to demolish or remove the structure, or portion thereof;
- (5) To improve, repair, restore, alter, remodel, and maintain all structures permitted in this Article, whether now or hereafter in existence, and to the extent necessary to facilitate such action, to demolish or remove any portion thereof;
- (6) To construct and maintain reasonable access to all permitted uses and structures (whether now or hereafter in existence), which shall include, but not be limited to, the right to widen, extend, enlarge, or rebuild the private roadway presently located on and providing access to the Property, and any other private roadway which may hereafter be constructed on the Property, to the extent that any such action is necessary to comply with the applicable zoning regulations then in effect.

H. Grantors shall maintain a vegetative buffer strip along the main stem of McGill Run. There shall be no plowing, cultivation, logging, feeding of livestock or other disturbance of the land on the Property within ten (10) feet of the banks of the mainstem of McGill

LIBER 365 FOLIO 208

Run except as may be necessary for erosion control and forest management activities necessary for maintenance of the buffer strip.

I. All rights reserved by or not prohibited to Grantors 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.

J. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantors are considered to be consistent with the conservation purposes of this 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. The parties agree that monetary damages would not be an adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and therefore, in the event that Grantors, their personal representatives, heirs, successors or assigns, violate or breach any terms, conditions and restrictions herein contained, Grantee, its successors or assigns, may institute a suit to enjoin such violation and to require the restoration of the Property to its prior condition. Grantee, its successors, and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Conservation Easement.

B. Grantee, its successors and assigns, has the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors or 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 accompany this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference shall be attached hereto and made a part hereof. Exhibit A consists of 3 pages.
- B. Exhibit B: Summary of Conservation Values shall be attached hereto and made a part hereof. Exhibit B consists of 2 pages.
- C. Exhibit C: Color Slides of the Property With Description of Slides and Slide Index Numbers shall be kept on file at the principal office of the Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit C consists of 49 color slides and 2 pages.
- D. Exhibit D: Annotated Aerial Photograph of the Property shall be kept on file at the principal office of Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 1 page.

ARTICLE VI. MISCELLANEOUS

- A. Grantee may assign, upon prior written notification 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, 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 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 "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. Grantors 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. 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

LIBERTY 365 FOLIO 211

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

F. 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, Suite 700, 118 N. Howard Street, Baltimore, Maryland 21201, or to such other address as Grantee may establish in writing on notification to Grantor.

G. Wherever Grantee's approval is required, if Grantors shall submit to Grantee a written request for approval and Grantee shall fail to provide Grantors with a definitive response with 45 days of Grantee's receipt of such request, then Grantee shall be deemed to have approved Grantor's request.

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 above described property.

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

WITNESS:

William McMillan

GRANTORS:

William McMillan (SEAL)
William McMillan

Grace R. McMillan (SEAL)
Grace R. McMillan

STATE OF MARYLAND, CITY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 19 day of December, 1986,

USER 1365 FOLIO 212

before me the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM McMILLAN and GRACE R. McMILLAN, known to me (or satisfactorily proven) to be the Grantors of the foregoing Deed of Conservation Easement and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.



WITNESS:

GRANTEE: THE MARYLAND ENVIRONMENTAL TRUST

Brice M. Clagett By: Brice M. Clagett (SEAL)
Brice M. Clagett, Chairman

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 15th day of December, 1986, before me, the subscriber, a Notary Public of the District of Columbia personally appeared BRICE M. CLAGETT, who acknowledged himself to be the Chairman of the MARYLAND ENVIRONMENTAL TRUST and that he, as such being authorized to do so, executed the foregoing Deed of Conservation Easement for the purposes therein contained, by signing the name of the Trust by himself as Chairman.

WITNESS my hand and Notarial Seal.

S. Carter, Notary Notary Public
My Commission Expires April 30, 1986 My Commission Expires:

Approved as to legal form and sufficiency this 23rd day of December, 1986.

James D. Harlan Assistant Attorney General

William McMillan and Grace R. McMillan
Deed of Conservation Easement
EXHIBIT A
Boundary Description and Property Reference

ALL that land situate, lying and being in the Fourth
Election District of Baltimore County, Maryland containing 346.975
acres of land, more or less, and more particularly described as
follows, that is to say:

BEGINNING for the first thereof in the centre of Dover Road
where same is intersected by the north forty two degrees west fifty
one perches line of the land which, by deed dated March 11, 1824, and
recorded among the Land Records of Baltimore County in Liber W.G. No.
170, folio 668, etc., was conveyed by Hickman Johnson to Elisha S.
Johnson; and running thence, binding on the centre of said road south
fifty six degrees fifty three minutes west ten hundred and seventy
eight and thirteen one hundredths feet to intersect the south sixty
five degrees east one hundred and forty four perches line of the
aforesaid land; thence binding reversely on said line north sixty
degrees thirty five minutes west seven hundred and thirty two and
forty nine one hundredths feet to the end of the north sixty four
degrees east eighty perches line of the land which, by deed dated
February 28, 1791, and recorded among the aforesaid Land Records in
Liber W.G. No. 55, folio 390, etc., was conveyed by Jeremiah Johnson
Sr. to Jeremiah Johnson, Jr.; thence binding on the outlines of the
last mentioned land reversely the four following courses and
distances, viz. south seventy two degrees eighteen minutes west
thirteen hundred and eighteen feet, north eighty one degrees forty
four minutes west three hundred and thirty seven and twenty three one
hundredths feet to a stone north fifty degrees five minutes west two
thousand three hundred and eighty nine and four tenths feet and north
twenty one degrees fifty five minutes east one hundred and seventy
feet to the lot of land known as the "Wood Lot" which was demised by
Elisha S. Johnson to his wife - Eleanor Johnson - and being the lot of
ground secondly herein described; thence binding on said wood lot the
five following courses and distances following the fence called for in
the description of said wood lot in the will of Elisha S. Johnson
south sixty five degrees thirty minutes east one hundred and five feet
north eighty four degrees ten minutes east five hundred and fourteen
and seventy eight one hundredths feet, south eighty four degrees fifty
minutes east two hundred and seventy eight and four tenths feet, north
sixty three degrees eight minutes east three hundred and seventy four
and seventy four one hundredths feet to the beginning of said wood lot
as described in said will and north fifty one degrees seventeen
minutes west seven hundred and four feet to a marked black oak tree at
the end of the third line of the land which, by deed dated November 6,
1827, and recorded among the aforesaid Land Records in Liber W.G. No.
190, folio 31, etc., was conveyed by William C. Walker to Elisha S.
Johnson; thence binding on the westernmost outline of the land which,
by deed dated February 12, 1798, and recorded among the aforesaid Land
Records in Liber W.G. No. 55, folio 381, etc., was conveyed by Hickman
Johnson to Jeremiah Johnson, Jr. north sixty two degrees fifty two
minutes west thirteen hundred and four and three tenth feet to a post;
thence binding on a fence there situate north fifty five degrees
eleven minutes west two hundred and six and forty seven one hundredths
feet to a stone; thence binding on the outline of the land which, by
deed dated January 5, 1810, and recorded among the aforesaid Land
Records in Liber W.G. No. 105, folio 409, etc., was conveyed by John
Creight to Eleanor Johnson, the eight following courses and distances,
viz. north thirty five degrees five minutes west eight hundred and
sixty six and eighty five one hundredths feet to a stone; north sixty
six degrees forty eight minutes east one hundred and thirty two feet;

Liber 2-3 b 5 folio 214.

north fifty six degrees thirty six minutes east one thousand three hundred and twenty feet; north sixty degrees forty seven minutes east one thousand one hundred and six feet to a stone; north sixty three degrees east nine hundred and two and twenty five one hundredths feet; south fifty nine degrees fifty eight minutes east two hundred and sixty four feet; south thirty degrees fifty eight minutes east eight hundred and fifty eight feet to a flint stone, and south thirty six degrees three minutes west three hundred and seventy five feet to the end of the south twenty nine and one half degrees west two and two tenth perches line of the land which, by deed dated October 29, 1822, and recorded among the aforesaid Land Records in Liber W.G. No. 166, folio 653, etc., was conveyed by Nicholas Belt to Elisha S. Johnson, thence binding on said land the two following courses and distances, viz. south fifty four degrees fifty minutes east six hundred and sixty feet and south eighty two degrees forty two minutes east three hundred and seven and eleven one hundredths feet to the land which, by deed dated February 12, 1887, and recorded among the aforesaid Land Records in Liber J.W.S. No. 153, folio 531, etc., was conveyed by Stewart Brown et al to Anna R. Caldwell; thence binding on said land the two following courses and distances, viz. south forty nine degrees two minutes east two hundred and sixty four feet to a marked chestnut tree and south fifty degrees twenty one minutes east two hundred and forty nine and sixty eight one hundredths feet to a stone and to intersect the north one and one quarter degrees west thirty seven perches line of the land conveyed as aforesaid by Jeremiah Johnson, Sr., to Jeremiah Johnson, Jr.; thence binding on the easternmost outline of the last mentioned land the three following courses and distances, viz. south four degrees forty eight minutes west four hundred and thirty nine feet, south twenty seven degrees thirty two minutes east seven hundred and fifty nine and eighty eight one hundredths feet and south forty nine degrees forty four minutes west one hundred and ninety seven and fifty two one hundredths feet; and thence still binding on the outlines of the last mentioned land and on the aforesaid north forty two degrees west fifty one perches line of the land conveyed as aforesaid by Hickman Johnson to Elisha S. Johnson, in all, south thirty five degrees forty six minutes east two thousand and eighty four and eighty seven one hundredths feet to the place of beginning.

EXCEPTING therefrom the land which, by deed dated January 15, 1931 and recorded among the Land Records of Baltimore County in Liber L. McL. M. No. 872, folio 79, etc., was conveyed by Eleanor Rogers Thompson to the Susquehanna Transmission Company, but with a right of way reserved to the vendor and her assigns, to cross the said land to reach that part of the whole tract herein described, which would otherwise be cut off by the land so deeded to the Susquehanna Transmission Company, which said right of way is hereby, conveyed.

CONTAINING exclusive of said exception three hundred and eighty four and six hundred and fifty five one thousandths acres of land, more or less.

TOGETHER with a right of way for egress and ingress leading from the north twenty one degrees fifty five minutes east one hundred and seventy feet line of the above described land westerly to the Longnecker Road.

BEGINNING for the second thereof at a stake where formerly stood a white oak tree near the ice house, also the beginning tree of "Hookers Chance," the beginning of the "Wood Lot" as described in the will of Elisha S. Johnson, dated February 18, 1866, and recorded among the records in the Register of Wills Office in Wills Liber 3, folio 167, etc., said stake being also at the end of the north sixty three degrees eight minutes east three hundred and seventy four and seventy

four one hundredths feet line of the land described in a mortgage from Eleanor Rogers Thompson, single, to Elizabeth P. Jencks, et al, trustees, dated March 21, 1934, and recorded among the Land Records of Baltimore County in Liber C.W.B., Jr., No. 925, folio 213, etc., which lot is hereinabove first described; and running thence with and binding on the outlines of said wood lot as follows, viz. north fifty one degrees seventeen minutes west seven hundred and four feet to a marked black oak tree at the end of the third line of the land which, by deed dated November 6, 1827, and recorded among the Land Records of Baltimore County in Liber W.G. No. 190, folio 31, etc., was conveyed by William C. Walker to Elisha S. Johnson; thence binding on said land and on the land conveyed at the same time by Elisha S. Johnson to William C. Walker south forty eight degrees twenty eight minutes west eight hundred and ninety four and ninety one hundredths feet to the fence called for in the description of the wood lot in Elisha S. Johnson's will, and also to the lot of ground herein first described; thence binding thereon the four following courses and distances, viz. south sixty-five and one half degrees east one hundred and five feet, north eighty four degrees ten minutes east five hundred and fourteen and seventy eight one hundredths feet, south eighty four degrees fifty minutes east two hundred and seventy eight and four tenth feet and north sixty three degrees eight minutes east three hundred and seventy four and seventy four one hundredths feet to the place of beginning.

CONTAINING nine acres of land, more or less.

BEING all and the same property described in the deed from Garnett R. Miller unto William McMillan and Grace R. McMillan, dated July 27, 1965, and recorded among the Land Records of Baltimore County in Liber 4494, folio 519.

SAVING AND EXCEPTING therefrom so much thereof as was granted and conveyed by the following:

the deed from William McMillan and Grace R. McMillan unto Bankers Trust Company, dated March 17, 1969, recorded among the Land Records of Baltimore County in Liber 4973, folio 335 and containing 15.5 acres more or less;

the deed from William McMillan and Grace Roosevelt McMillan unto William McMillan, Jr. and Martha Elizabeth McMillan, dated September 2, 1970 recorded among the Land Records of Baltimore County in Liber 5125, folio 066 and containing 10 acres more or less;

the deed from William McMillan and Grace Roosevelt McMillan unto William McMillan, Jr. and Martha Elizabeth McMillan, dated February 10, 1971, and recorded among the Land Records of Baltimore County in Liber 5166, folio 284 and containing 12.19 acres more or less; and

the deed from William McMillan and Grace R. McMillan unto Evelyn L. Cochran, dated June 14, 1974, recorded among the Land Records of Baltimore County in Liber 5453, folio 817 and containing 8.99 acres more or less.

TOGETHER with the buildings and improvements thereupon; and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

LIBERTY 365 FOLIO 216.

William McMillan and Grace R. McMillan
Deed of Conservation Easement
EXHIBIT B
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, adopted in 1979 by the Baltimore County Planning Board.

The Property lies within the Agricultural Protection Zone. County goals for Agricultural areas include:

- (a) the preservation of wetlands, flood plains and unique ecological areas which, if altered or developed, would endanger or destroy an irreplaceable resource;
- (b) the preservation of productive agricultural soils and farming as a continuing economic activity in the County;
- (c) the protection of the extensive surface and ground water system which is the existing and potential future public water source. (page 6)

2. Scenic Value: The property includes approximately 1200 feet of frontage on a county road. Due to the topography of the Property, a very large portion of the land is visible to the public from the road. The view is characterized by farm fields and woodland, and is an integral part of the rural scenic landscape of Baltimore County.

3. Woodland, Farmland and Wetlands: The Property includes 95+ acres of woodland, 106+ acres of cropland, 134+ acres of pasture and 1+ acre of wetland.
(Source: phone conversation with Ronald Duncan, Baltimore County Tax Assessment Office, on September 3, 1986)

4. Area of Critical State Concern: The Property lies in Worthington Valley which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board.

Worthington Valley is one of eleven limestone valleys in Baltimore County. These valleys are a unique and significant feature because of their ability to provide large quantities of fresh water for human use. Because of their nature and location they are susceptible to damage especially from septic system contamination of ground water and accelerated erosion.

McGill Run, a tributary to Western Run, flows through the property. Western Run and all its tributaries are designated Class III Natural Trout Waters. These waters are or have the potential for the growth and propagation of trout. They are capable of supporting natural trout populations and their associated food organisms.
(Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Office of Planning and Zoning, August 1977).

5. Historic Value: The main residence on the Property is listed on the Maryland Historic Trust's Historic Sites Inventory as "Sunny Hill Farm". While this structure has not been evaluated in terms of its eligibility for inclusion on the National Register of Historic Places, it is considered to be a contributing resource in

LIBERTY 65 FOLIO 17.

the Worthington Valley National Register Historic District.

There is one unconfirmed archeological site that is reported on the Property. In addition, the Property has a high potential for historic archeological resources associated with the use and occupation of three residences which may have stood on the Property in 1860.

(Source: Maryland Historical Trust, correspondence dated August 4, 1986).

6. Maryland Environmental Trust Policy: This Conservation Easement satisfies the environmental criteria and policies adopted by the Grantee in Maryland Environmental Trust Policy: The Conservation Easement Program (Adopted September 1974, revised March 1980).

Maryland Environmental Trust
118 N. Howard St., Suite 700
Baltimore, MD. 21201