

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 20th day of December, 1986, by and between ETELKA H. FOSTER ("Grantor"); and the MARYLAND ENVIRONMENTAL TRUST ("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 (1974 Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantor is the owner 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 Grantor is 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 Grantor 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, Grantor 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

STATE DEPARTMENT OF ASSESSMENT & TAXATION

12-24-86

AGRICULTURAL TRANSFER TAX NOT APPLICABLE

SIGNATURE DATE 12-24-86

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maintenance of the Property in its scenic, rural, agricultural, woodland and wetland 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, Grantor hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property and the dominant scenic, cultural, rural, and 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 Grantor and her personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture, horticulture and aquaculture 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.

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, aquacultural, 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, silviculture and aquaculture on the Property or (2) as may be reasonably necessary for the construction 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, forestry and aquaculture on the Property, or (3) for the construction and/or maintenance of permitted structures, homesites, accesses and wildlife habitat.

E. Management and harvesting of forests shall be in accordance with the Maryland Forest Practices Guidelines.

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 one, and which shall be a mobile home. No permanent residence shall be constructed.

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 locate one mobile home;

(2) To construct accessory structures designed, constructed and utilized for the purpose of serving the permitted mobile home, provided they are limited to a garage and a pier;

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

(4) To replace all permitted structures with structures of similar size and purpose;

(5) To improve, repair, restore, alter, remodel, and maintain all structures permitted in this Article;

(6) To maintain current access to all permitted uses and structures;

H. Grantor shall maintain a vegetative buffer strip along Councilman's Run. There shall be no plowing, cultivation, logging, grazing of livestock or other disturbance of the land on the Property within ten (10) feet of the banks of Councilman's 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 Grantor 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 Grantor are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Grantor believes 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, Grantor 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 Grantor, her 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, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor or her 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 1 page.
- B. Exhibit B: Summary of Conservation Values shall be attached hereto and made a part hereof. Exhibit B consists of 1 page.

- 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 16 color slides and 1 page.
- 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 Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code; and, 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 Grantor, her 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. Grantor agrees for herself, her 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. Grantor further agrees 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 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. The provisions of this easement do not replace, abrogate or otherwise set aside local, state or federal land use requirements applicable to the Property.

G. Any notices by Grantor 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.

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

WITNESS:

GRANTOR:

Carl B. Jones Etelka H. Foster (SEAL)
Etelka H. Foster

STATE OF MARYLAND, County OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 30th day of December, 1986, before me the subscriber, a Notary Public of the State aforesaid, personally appeared ETELKA H. FOSTER, known to me (or satisfactorily proven) to be the Grantor 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.



Carl B. Jones
Notary Public
My Commission Expires: 7-1-90

WITNESS:

GRANTEE:

THE MARYLAND ENVIRONMENTAL TRUST

Anita S. Ford By: Brice M. Claggett (SEAL)
Brice M. Claggett, 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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 7365, p. 0225, MSA_CE62_7220. Date available 11/15/2005. Printed 06/12/2019.

Easement for the purposes therein contained, by signing the name of the Trust by himself as Chairman.

WITNESS my hand and Notarial Seal.



[Handwritten Signature]
Notary Public My Commission Expires April 30,
My Commission Expires: _____

Approved as to legal form and sufficiency this 25th day of December,
1986.

[Handwritten Signature]
Assistant Attorney General

Etelka H. Foster
Deed of Conservation Easement
EXHIBIT A
Boundary Description and Property Reference

ALL that lot or parcel of ground being and lying in the Fourth Election District of Baltimore County, Maryland containing 100.35 acres of land, more or less, and more particularly described as follows, that is to say:

BEGINNING in the centre of Worthington Avenue at the end of eighteen hundred and seventy-four feet on the second line of the first parcel of land in the deed from the Saucon Land and Improvement Company to G. Bernard Fenwick and wife, dated July 16, 1917, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 485, folio 65, said point of beginning being at the intersection of the centre of said Worthington Avenue with the centre of Bonita Avenue; thence running in the centre of Worthington Avenue and binding on said second line south sixty-three and one-half degrees east three thousand and eight-two feet to the centre of Garrison Road (being the County Road leading from the Dover Road to St. Thomas Church); thence running in the centre of Garrison Road and binding on the third line of said first parcel of land south twenty-five and three-quarter degrees west, fourteen hundred and seven feet to the land heretofore conveyed by Edward A. Cockey, Jr. and wife to the said Arthur D. Foster, Jr., and John W.S. Foster; thence binding on the fourth line of said first parcel of land also on the land conveyed as aforesaid by Cockey to Foster, north sixty-six and one quarter degrees west, thirty-one hundred and ninety-three feet to the centre of Bonita Avenue; thence running in the centre of Bonita Avenue the two following courses and distances; North twenty-nine degrees east, seven hundred and forty-eight feet, and north thirty-two and one-half degrees east seven hundred and four feet to the place of beginning. Containing one hundred and thirty-five one-hundredths acres of land, more or less, (100.35).

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anyway appertaining.

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

Etelka H. Foster
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 Rural and 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 over a mile of frontage on Greenspring Avenue. 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 farmland, 3+ acres of woodland and 2+ acres of ponds and wetlands.

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.

Councilman's 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 Property lies within the Worthington Valley National Register Historic District.
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).