

## DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 20th day of March, 2002, by and between the Bay Ridge Civic Association, Inc., having an address at 80 East Lake Drive, Annapolis, MD 21403 ("Grantor") and the BAY RIDGE TRUST, Inc., having an address at P.O. Box 4096, Annapolis, MD 21403 and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("Grantees").

## WITNESSETH:

WHEREAS the Bay Ridge Trust, Inc. ("BRT") is a 501(c)(3), non-profit corporation organized and existing under the laws of the State of Maryland which was formed to preserve and protect the environmental integrity of the lower Annapolis Neck Peninsula;

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

WHEREAS Grantor owns in fee simple certain real property ("Property") situate, lying and being in the Second Assessment District of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Bay Ridge Properties, Inc. by Confirmatory Deed dated March 20, 2002 and recorded among the land records of Anne Arundel County, Maryland contemporaneously herewith;

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 Grantees are willing to accept such Conservation Easement;

WHEREAS Grantor and Grantees recognize the open-space conservation value of the Property in its present state, as a natural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

WHEREAS Grantor and Grantees have a common purpose in conserving the dominant scenic, historic, cultural, 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 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, in consideration of the sum of One Million One Hundred Ninety One Thousand Dollars (\$1,191,000.00) and in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys 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 and the dominant scenic, historic, cultural, 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 is enforceable by them or by their respective successors and assigns against Grantor and its successors and assigns.

#### ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial and commercial activities are prohibited on the Property, other than horticulture and silviculture, except for: 1) the sale to the public of horticulture or forestry products produced on the Property; and 2) recreational activities organized by BRCA or on behalf of BRCA for the direct benefit of BRCA; 3) Grantor's recreational use of the area identified on Exhibit A as "Kass Park"; and provided that such uses do not interfere with the conservation purposes of this Conservation Easement or degrade conservation values listed in Exhibit B.

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 post the property against trespassing and hunting; (4) 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; or (5) to recognize parties that have made contributions toward the acquisition or stewardship of the Property; provided that no sign or billboard on the Property shall exceed twenty-four (24) square feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 125 feet 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 horticulture, forest management, or wildlife habitat restoration 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, or (2) for horticulture, forest management, or wildlife habitat restoration on the Property.

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

F. Use of motorized recreational vehicles, defacing of the woods or hunting is prohibited.

G. Management and harvesting of all forests on the Property shall be in accordance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations (DNR publication, 1993) or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future or as they may be amended from time to time.

Management and harvesting of all forests on the Property shall also be in compliance with a Forest Stewardship Plan that is: (i) reasonably current, but in no event more than ten (10) years old (the "Plan"); (ii) prepared by a licensed, registered forester or qualified professional ecological firm; and (iii) approved by the Maryland Department of Natural Resources Forest Stewardship Program and BRT. The primary objectives of the Plan are: maintaining the coastal plain forest; maintaining favorable habitat conditions for forest interior dwelling birds; maintaining the vegetative community including efforts to remove and control non-native species and re-introduction of native shrub and herbaceous species; protecting aquatic and upland habitats; and protecting the water quality of Lake Ogleton and Black Walnut Creek. To that end, selective cutting of timber shall be preferred. No cutting or harvesting of trees shall occur except as part of an approved Forest Stewardship Plan.

At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- (2) a vegetation map and possibly a soils map and a topographic map;
- (3) an access plan for the property, including all areas to be commercially managed (if any);
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above.

Grantor shall not implement, in whole or in part, any revision to the Plan without prior written approval of the Plan revision by BRT. Any revision of the Plan and any activities conducted under such revision shall continue to meet the Plan requirements above, and shall continue to serve the primary objectives listed above.

H. 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 in connection with the horticultural, forestry, passive recreational and naturalistic uses of the Property;
- (2) To construct and maintain reasonable means of access to all permitted uses and structures;
- (3) To construct community recreational facilities and means of access as necessary, as determined within the sole discretion of the Grantor, in the area identified on Exhibit A as "Kass Park".

Any structures proposed by Grantor to be constructed under (1) and (2) herein shall be subject to advance written approval by Grantees, such approval not to be unreasonably withheld and Grantor shall notify Grantees at least ninety (90) days in advance of any work for construction or preparatory to construction regarding the nature, size, and location of any such proposed structure.

I. Residential structures are prohibited on the Property.

J. The Property currently consists of 283 lots. Division of the Property into 284 or more lots is prohibited. In any future conveyance, the Property shall only be conveyed as a single parcel of 78.8± acres. However, the Grantees may approve the division of the Property for reasons that the Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. Pursuant to the above, as soon as is practicable after the recordation of this conservation easement, an administrative plat will be recorded in the Anne Arundel County land records which consolidates all land described in Exhibit A into approximately 20 lots in consultation with Anne Arundel County and subject to its review and approval. Upon such recordation of the administrative plat, further subdivision of the Property, for any purpose, is prohibited. Upon consolidation of the Property into by the administrative plat process described herein, the Property shall only be conveyed as a single parcel of 78.8± acres. However, Grantees may approve additional divisions of the Property for reasons that the Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to this prohibition.

K. Grantor shall establish and maintain a vegetative buffer strip along Black Walnut Creek and Lake Ogleton. The minimum width of the 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 prior written approval by Grantees; (3) recreational water uses and associated structures; or (4) access to the water. Manure and compost shall not be stored within one hundred (100) feet of shorelines. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of shorelines.

L. Grantor hereby grants to Grantees all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

M. All rights reserved by Grantor or activities not prohibited by this Conservation Easement such as passive recreational uses including hiking, fishing and boating by the residents of Bay Ridge, their guests and invitees, 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.

N. Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by Grantor 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 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 Grantees in writing before exercising such right.

### ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, 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 Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor 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 Grantor, Grantor's representatives, 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 Grantor 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 any Grantee does not agree as to whether the Conservation Easement terms are being met, any Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantor, with enforcement actions without the consent of the other Grantee.

E. Notwithstanding D. above, BRT and not MET shall monitor and enforce the terms of Article II.F. and G.

#### 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, nor does it convey to the Grantees any right of access other than the right to enter and inspect pursuant to Article III, Section C. Grantees shall not, by virtue of this conservation easement, have the authority to permit any third party access to enter upon or use the Property for any purposes whatsoever.

#### ARTICLE V. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of three pages.

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of three pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one page.

D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers is kept on file at the principal office of either of the Grantees and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 42 color slides and 3 pages.

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal office of either of the Grantees and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

#### ARTICLE VI. MISCELLANEOUS

A. Without prior written consent by the Grantor, BRT may not assign its rights under this Conservation Easement. MET may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any successor organization. Any assignment by Grantees shall

only be to 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 and only with written assurance by the Assignee or Assignees that the purposes of this Conservation Easement will be maintained by the Assignee or Assignees; and, if any such assignee or assignees 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 the remaining Grantee; and if either Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor, Grantor's representatives, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor to such Grantee. Any such successor or successors 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 either Grantee of its rights under this Conservation Easement unless such Grantee, as a condition of such assignment, requires the assignee or assignees to carry out the conservation purposes of this Conservation Easement.

Notwithstanding the above, MET shall not monitor and enforce the terms of Article II.F. and G. of this Conservation Easement.

B. Grantor agrees for Grantor, Grantor's agents, representatives, 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. Grantor, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed, mortgage 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 all or any part 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. Any amendment to this instrument shall be in writing, executed by the parties hereto, and shall be recorded in the same manner as this instrument. If

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

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

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

J. Any notices required or permitted by any provision hereof shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the addresses stated above or to such other addresses as either party may establish in writing by notification to the other.

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

TO HAVE AND TO HOLD the Conservation Easement described herein unto the Bay Ridge Trust, Inc. and the Maryland Environmental Trust, their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's agents, 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, Grantor and Grantees have hereunto set their hands and seals the day and year above written.

The BAY RIDGE CIVIC ASSOCIATION, INC., AS GRANTOR

by: Diana L. Rode (SEAL)  
President

STATE OF MARYLAND, County of ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this 20th day of March, 2002, before me the subscriber, a Notary Public of the State aforesaid, personally appeared DIANA L. RODE, PRESIDENT



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.

Virginia S. Oliffe

Notary Public  
My Commission Expires: 11/13/02

Virginia S. Oliffe  
Notary Public  
Anne Arundel County, MD  
SEAL

ACCEPTED BY:

THE BAY RIDGE TRUST, Inc. AS GRANTEE

By: Daniel R. Wells  
President

THE MARYLAND ENVIRONMENTAL TRUST AS GRANTEE:

John Bernstein  
John C. Bernstein, Director

I hereby certify this Deed of Conservation Easement was prepared by or under the supervision of Roger H. Medoff, an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]

Approved as to legal form and sufficiency this 19<sup>th</sup> day of March, 2002.

Approved means that the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

[Signature]  
Assistant Attorney General

Return to: Andrew Hudnall  
P.O. Box 1524  
Annapolis MD 21404

Maryland Environmental Trust, a governmental body organized and existing under the law of the State of Maryland, who is the Mortgagee under a Mortgage, dated March 20, 2002, given by Bay Ridge Civic Association, Inc., and recorded among the Land Records of Anne Arundel County, Maryland contemporaneously herewith, hereby joins in the execution of this Conservation Easement for the express purpose of subordinating its respective right, title and interest under such Mortgage and in and to the Property to the operation and effect of this Conservation Easement.

IN WITNESS WHEREOF, the Mortgagee has executed and ensealed this Subordination Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative this 19th day of March, 2002.

WITNESS, Maryland Environmental Trust

Royce Hanson (SEAL)  
Royce Hanson, Chairman, Board of Trustees

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

The Columbia Bank, a corporation organized and existing under the law of the State of Maryland, who is the beneficiary under a deed of trust dated March 20, 2002, given by the Bay Ridge Civic Association, Inc. and recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith, hereby join in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, the said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 20 day of March, 2002.

WITNESS: The Columbia Bank, a corporation organized and existing under the law of the State of Maryland By: John R. Walker (SEAL)  
John Walker Assistant Vice President

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of March, 2002, before me, a Notary Public for the state and county aforesaid, personally appeared JOHN R. WALKER, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the ASST. VICE PRES. of The Columbia Bank, a corporation organized and existing under the law of Maryland, that [she/he] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

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

Virginia S. Oliffe  
Notary Public

Virginia S. Oliffe  
Notary Public  
Anne Arundel County, MD  
SEAL

My commission expires on 11/15/03.

The Chesapeake Bay Foundation, Inc., a corporation organized and existing under the law of the State of Maryland, who is the beneficiary under a deed of trust dated March 20, 2002, given by the Bay Ridge Civic Association, Inc. and recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith, hereby join in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, the said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 18<sup>th</sup> day of March, 2002.

WITNESS: The Chesapeake Bay Foundation, Inc., a corporation organized and existing under the law of the State of Maryland

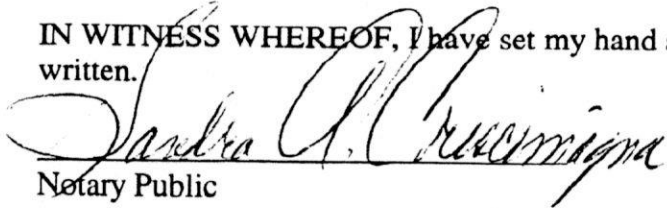
By: Mary Tod Winchester (SEAL)  
Mary Tod Winchester  
ASST SECRETARY

STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of March, 2002, before me, a Notary Public for the state and county aforesaid, personally appeared Mary Tod Winchester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the ASST SEC. of The Chesapeake Bay Foundation, Inc., a corporation organized and existing under the law of Maryland, that [she/he] has been duly authorized to execute, and has

executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

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


  
Notary Public

My commission expires on 5/1/04.

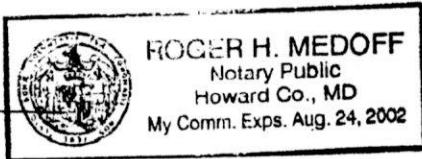
STATE OF Maryland: COUNTY OF Anne Arundel: TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of March, 2002, before me, a Notary Public for the state and county aforesaid, personally appeared Royce Hanson, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the Chairman, Board of Trustees, a governmental body organized and existing under the law of Maryland, that [she/he] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

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

  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_



**EXHIBIT A to the Conservation Easement****Description of Real Property**

BEING all those lots of ground situate, lying and being in the Second Assessment District, Anne Arundel County, State of Maryland, and shown and designated on three (3) plats, each titled "Part of Bay Ridge" and recorded among the Land Records of Anne Arundel County in Plat Book 1, folio 6; Plat Book 3, folio 44; and Plat Book 9, folio 33, and being more particularly and specifically described as follows:

**SECTION 16:**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16  
17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

**SECTION 17:**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,  
18, 19, 20, Part of Lot 21, 23, 24, 25, 26, 27, 28, 29, 30,  
31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,  
46, 47, 48, 49, 50, 51, 51A, 59, 60, 61, 62, 63, 64

**SECTION 20:**

Lots 22, 26, 27

**SECTION 21:**

Lots 5, 6, 15, 16, 17, 18

**SECTION 22:**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19,  
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 46

**SECTION 23:**

Lots 5, 6, 7, 8, 9, 11, 12, 13

**SECTION 24:**

Lots 23, 24, 25, 25A, 25B, 25C, 26, 26A, 26B, 26C,  
27, 30, 31, 32

**SECTION 25:**

Lots 19, 20, 21, 22, 23, 24, 25, 26, 27, 27A, 27B, 27C, 28, 28A,  
28B, 28C, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41

**SECTION 26:**

Lots 1, 2, 3, 4, 20, 20A, 21, 22, 23, 24, 25, 26, 27  
28, 29, 30, 31, 32, 33, 34

SECTION 27:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,  
13, 14, 15, 16, 17, 18, 19

SECTION 28:

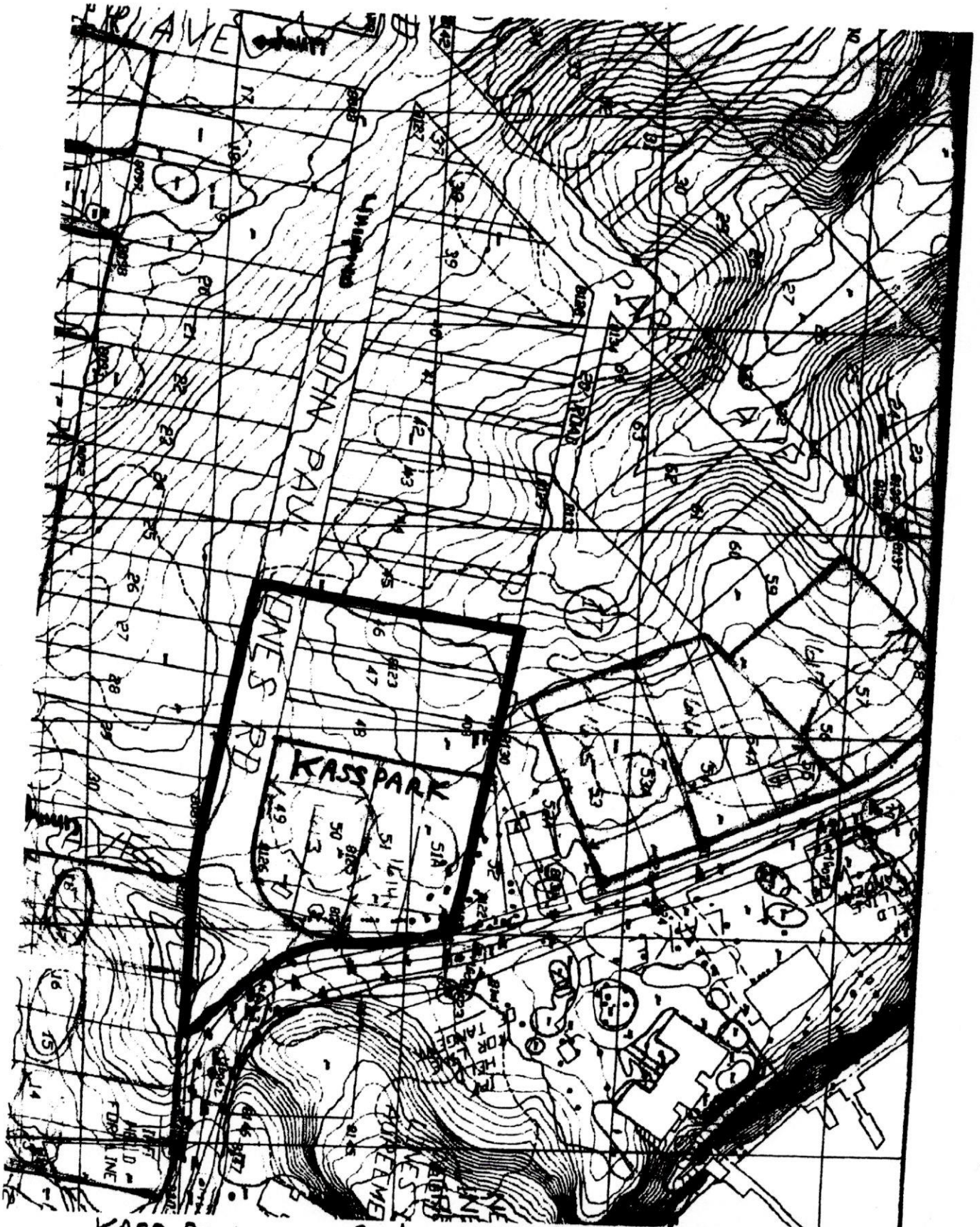
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,  
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43

SECTION 30:

Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
23, 24, 25, 26, 27

BEING part of the same property which by Confirmatory Deed of even date herewith, and intended to be recorded prior hereto among the Land Records of Anne Arundel County, Maryland, was granted and conveyed from Bay Ridge Properties, Inc., a Maryland Corporation, to Bay Ridge Civic Association, Inc., a Maryland Corporation.

A:BayRidge/descr.perm.conserv.esmt.



KASS Park Section 17 lots 46, 47, 48, 49, 50, 51, 51A



Deed of Conservation Easement  
Bay Ridge Civic Association, Inc.

Exhibit B

SUMMARY OF CONSERVATION VALUES

Page One of Three

1. Significant Natural Habitat Conservation Values

Wildlife Habitat Protection

Most of the Bay Ridge "Big Woods" (this Property) dates from the end of the farm period, c. 1880, and has become a mature riparian forest providing significant wildlife habitat. A study of forest interior dwelling birds by Dr. Donald Messersmith of the University of Maryland found 35 species utilizing the woods of which at least five were not common to the area: Louisiana water thrush, prothonotary warbler, worm-eating warbler, yellow warbler, and the yellow-throated vireo. Observed waterfowl included tundra and mute swans, more than 15 varieties of ducks, Canada geese, green-backed and great blue heron, double-crested cormorants, brown pelicans, loons and grebes. Osprey nest just off shore, and bald eagles are sighted in the tall trees along Black Walnut.

According the Wildlife and Heritage Division of the Maryland Department of Natural Resources (5/22/99), the open waters adjacent to or part of the Property are known historic waterfowl concentration areas.

In his 1995 report, Dr. Messersmith remarked on the value of the Big Woods: "Every effort should be made to keep these woods in their present healthy and relatively undisturbed condition. If the birdlife is this abundant in the woods as proved by the survey, then other forms of wildlife that were not surveyed must also be present in good numbers."

The Bay Ridge Trust has commissioned or collected other inventories of the natural resources of the area. Plant species found in the Big Woods or adjacent waters include shining clubmoss, southern twayblade, climbing dogbane, water milfoil, horned pondweed, and widgeon grass. Animals present include red and grey fox, deer, opossums, racoons, grey and black squirrels and rabbits.

Water Quality Protection

Bordering the Big Woods on the southwest is Black Walnut Creek, a narrow estuarine creek that flows more than two miles from its headwaters to enter the Chesapeake Bay through a shallow, winding, marsh-lined channel, accessible only to very small boats. The Big Woods is, as well, an important source for aquifer replenishment and the management of storm water run-off. Since most of the residences on the Annapolis Neck rely on well water drawn from one of two available aquifers, the health of these aquifers is of great concern. The Big Woods serves as a catch basin for rainwater, directing it to the aquifer. As its low-growing plants and dense layer

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of forest mold deflect and absorb water, they also prevent the erosion of soil into Black Walnut Creek and Lake Ogleton, both tributaries to the Chesapeake Bay.

Note also that the Property is adjacent to a 31-acre forested property on the shore of the Chesapeake Bay serving as the headquarters of the Chesapeake Bay Foundation, Inc.; that property is under perpetual conservation easement to the Bay Ridge Trust and the Maryland Department Of Natural Resources. The contiguity of these two properties further extends and enhances the wildlife habitat and water quality protection described above.

2. Scenic Conservation Values

The Property is visible to the public from the roads of the Bay Ridge peninsula, including Farragut Road, West Lake Drive, Hull Avenue, Wainwright Avenue, and Hearndon Avenue. The Property is also visible from the surrounding waterways of Lake Ogleton, Black Walnut Creek, and the Chesapeake Bay.

3. Historic Conservation Values

Bay Ridge is listed in the Maryland Inventory of Historic Properties. According to the Inventory:

"Bay Ridge is important as an example of an early 20<sup>th</sup> century, planned summer community and reflects national and regional trends in recreation, community development and architecture. The best-written history of Bay Ridge is Bay Ridge on the Chesapeake: An Illustrated History, by Jane McWilliams and Carol C. Patterson, and published by Brighton Editions in 1986.

Bay Ridge is significant as an example of an early 20<sup>th</sup>-century residential summer colony and resort community. Vacation- and recreation-oriented communities proliferated in Maryland and throughout the county in the late-19<sup>th</sup> and early-20<sup>th</sup> century. Bay Ridge is significant for its plan and architecture, both of which are representative of national and local trends in recreation and community development in the chronological/development period: Industrial and Urban Dominance (1870-1930) and Modern Period ( 1930-present).

...Originally known as the Tolley Point Farm, Bay Ridge began its transformation from farm to resort in the third quarter of the 19<sup>th</sup> century."

4. Conservation Values Furthering Governmental Policy

Anne Arundel County - Annapolis Neck Small Area Plan

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The Property consists of 322 single-family residential lots, community areas, unimproved streets and paths, all platted several decades ago. Most of the Property is zoned R-2 (Residential District), with small portions zoned OS (Open Space).

The Property is within the community of Bay Ridge, a peninsula at the end of Annapolis Neck in Anne Arundel County. The land use recommendations of the Small Area Plan for Annapolis Neck call for the County to "assist in efforts by the Bay Ridge Trust or in other means to acquire property for preservation."

Anne Arundel County provided such assistance. The County contributed \$179,200 towards appraisals, engineering studies, title search, and other transaction expenses in support of Bay Ridge Trust's efforts to acquire the Property in partnership with the Bay Ridge Civic Association. In addition, the County contributed \$137,000 as a down payment on Bay Ridge Trust's acquisition of this Conservation Easement.

#### Maryland Critical Areas Law

Most of the property is within Resource Conservation Area (RCA) or Limited Development Area designations under Critical Areas legislation.

According to the Wildlife and Heritage Division of the Maryland Department of Natural Resources (letter from Michael Slattery dated 5/22/99), the Property contains potential Forest Interior Dwelling Bird Habitat. Populations of many Forest Interior Dwelling Bird species (FIDS) are declining in Maryland and throughout the eastern United States. The conservation of this habitat is mandated within the Critical Area.

#### Maryland Environmental Trust Policy

The conservation values described above are all consistent with "The Conservation Easement Policies of the Maryland Environmental Trust" as adopted by the Trust on June 2, 1991 and most recently updated October 2, 1995. The Maryland Environmental Trust exists pursuant to Subtitle 2 of the Natural Resource Article, Annotated Code of Maryland (1997) Replacement Volume as amended, to conserve the natural and scenic qualities of Maryland's environment.

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Inventory of Existing Structures  
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1. Kass Park: bleachers, backstop, and fencing for the ballfield
2. Kass Park: picnic tables
3. Phone poles and phone lines
4. Bay Ridge entranceway at Farragut Road and Hearndon Avenue: signs, flagpole, utility lines and poles

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Color Slides of the Property with Description of Slides and Slide Index Numbers  
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<u>Description</u>	<u>Index Number</u>
From lawn of 161 West Lake Drive, view of Kass Park ballfield with bleachers, backstop, fencing, picnic tables	BRCA-AA-1
From bleachers, view N of Kass Park, looking towards 161 West Lake Drive (161 West Lake Drive is not part of Property)	BRCA-AA-2
View SE towards Farragut Road of utility poles and lines, from picnic table near West Lake Drive	BRCA-AA-3
Forest interior shot, from behind back yard of 161 West Lake Drive	BRCA-AA-4
View SE of woods from corner point at Lake Ogleton cove, from a point near 205 West Lake Drive (house at 199 West Lake Drive appears in background – not part of Property)	BRCA-AA-5
From the Bay Ridge entrance at Farragut and Herndon, view NE into woods	BRCA-AA-6
View NE into the woods, from a point about 100 meters N from Farragut Road	BRCA-AA-7
From same point, view SW back towards Farragut Road	BRCA-AA-8
From Farragut Road, view of Bay Ridge entrance with signs, flagpole, landscaping, utility lines and poles	BRCA-AA-9
From same point, view E looking down Farragut Road; Property on left	BRCA-AA-10
From house on Farragut Road, view NE over back yard into woods (backyard is not on the Property)	BRCA-AA-11
View NE, from signpost at Farragut Road and Hull Avenue near 83 Farragut Road, of undeveloped block of woodland on N side of Farragut Road	BRCA-AA-12
From telephone pole #810517, along phone lines and pathway, view W into forest	BRCA-AA-13

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<u>Description</u>	<u>Index Number</u>
Telephone pole #810517	BRCA-AA-14
View N along phone lines and pathway towards Kass Park	BRCA-AA-15
View SE down Wainwright Avenue from opposite 39 Wainwright	BRCA-AA-16
From same spot, view W of woods interior	BRCA-AA-17
From a point just before 32 Wainwright, view W into woods	BRCA-AA-18
From Hull Avenue, view NNE of Lot 3 as shown on Terra Consultants' "Feasibility Analysis: Part of Bay Ridge Subdivision"	BRCA-AA-19
From Hull Avenue, view ENE of woods interior	BRCA-AA-20
From same point, view NW along Hull Avenue	BRCA-AA-21
From opposite 60 Hull Avenue, view E into woods	BRCA-AA-22
From Hull Avenue (above 60 Hull Avenue), view SW into woods	BRCA-AA-23
From same spot, view S into woods	BRCA-AA-24
From same spot, view SE into woods	BRCA-AA-25
From below 24 Hull Avenue, view W into woods	BRCA-AA-26
From same point, view WSW into woods	BRCA-AA-27
From Herndon Avenue, view NE along the property line of 15 Herndon Avnue (Property on left of line)	BRCA-AA-28
View N down Herndon Avenue into woods between Herndon Avenue and Hull Avenue (Property on right side of Herndon)	BRCA-AA-29

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Color Slides of the Property with Description of Slides and Slide Index Numbers  
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<u>Description</u>	<u>Index Number</u>
View NNW looking straight down Herndon Avenue; Chesapeake Bay Foundation entrance on left in foreground; Property on right and on the left beyond CBF	BRCA-AA-30
From below CBF land on Herndon Avenue, view W of marsh and Black Walnut Creek	BRCA-AA-31
From same point, view NW of marsh and Black Walnut Creek	BRCA-AA-32
Wetland on NE side of Herndon Ave., view NNW from point near road	BRCA-AA-33
Interior woods path leading from Herndon Avenue to Black Walnut Creek View SW from point near path	BRCA-AA-34
Forest interior, view ESE from point on path	BRCA-AA-35
End of path at Black Walnut Creek, view NW of shoreline and marsh	BRCA-AA-36
From BW Creek shoreline, view across BW Creek cove towards CBF land	BRCA-AA-37
View ESE of marsh bordering CBF property	BRCA-AA-38
View NW along upper shoreline of Black Walnut Creek	BRCA-AA-39
View SSW of upstream end of Property, on cove next to Annapolis Cove housing development	BRCA-AA-40
From cove, view NE along orange flags leading back towards Herndon	BRCA-AA-41
From Bay Ridge entrance, view W across Farragut Road into woods	BRCA-AA-42