

0024395 624

Tax ID: 10-18-072230 & 10-08-062050

Code: RW- 06 - 083

J.O. 4. 111-1338

Item 2 (CE)

Election Dist.: 10

**DEED OF CONSERVANCY AREA EASEMENT**

DEED OF CONSERVANCY AREA EASEMENT (hereinafter referred to as "Conservancy Easement"), made this 16<sup>th</sup> day of August, in the year 2006, by BRIARKNOLL LLC, a Maryland limited liability company, (hereinafter referred to as "Grantor"); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as "Grantee").

RECITALS

A. The Grantor is the owner in fee simple of all that parcel or tract of land situate, lying, and being in the 10<sup>th</sup> Election District of Baltimore County, State of Maryland, containing 183.653 acres of land, more or less, by virtue of a Deed dated January 1, 2004, and recorded among the Land Records of Baltimore County in Liber 0020272, folio 517, was granted and conveyed by Wanda Umerley to Briarknoll LLC, a Maryland limited liability company (the "Property"). The Property subject to this Conservancy Easement (The "Conservancy Area") is more particularly set forth and shown by metes and bounds and courses and distances on that certain plats entitled "Plats 1 of 4, 2 of 4, 3 of 4, and 4 of 4 Briar Knoll," dated August 26, 2005, and recorded among the Land Records of Baltimore County, Maryland in Liber 78 folios 138, 139, 140 & 141

B. The Grantor has subdivided or intends to subdivide its land into fifty-two (52) residential parcels which are more particularly shown on the aforesaid Plats.

C. The provision of the Baltimore County Zoning Regulations require a portion of the Grantor's land to be designated "Conservancy Area" and restricted as to use in accordance with the provisions of the Zoning Regulations.

D. The purpose of this Conservancy Easement is to preserve and protect the environment of the Conservancy Area and to maintain permanently the open-space values of the Conservancy Area and the dominant scenic, historic, cultural, rural, agricultural, woodland, and wetland character of such area.

NOW, THEREFORE, THIS DEED OF EASEMENT, WITNESSETH, that for and in good consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, an easement in, on, and over the Conservancy Area lands

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hereinafter described to the extent hereinafter set forth and does further covenant and restrict the Conservancy Area as follows:

ARTICLE I

Definitions

1. Conservancy Area means that portion of the Property which contains significant natural or historic features and which has been designated on the plats recorded and/or intended to be recorded among the land records as aforesaid and is to be dedicated through deed restriction in accordance with Section 1A03, Baltimore County Zoning Regulations, as amended. The Conservancy Area shall consist of a minimum of 70% of the gross area of the Property as designated on said plat.

2. County Council means the County Council as now established, or any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning regulation.

3. County or Grantee means that Baltimore County, Maryland, and its successors and assigns.

4. Grantor means Briarknoll LLC, and its respective successors and assigns.

5. Lot means the fifty-two (52) residential lots identified above and as designed on the Plat (as defined in Paragraph 8 below).

6. Lot Owner means the person or persons or other legal entity shown on the public records of Baltimore County or State of Maryland that own fee simple title to a Lot at the time the identity of a lot owner is to be determined for purposes of applying and provisions of these covenants. Lot Owner does not include a mortgagee, trustee, or beneficiary under a Deed of Trust or other person who holds only a lien or other security interest in a lot.

7. Open Space means undeveloped land required by the Baltimore County Zoning Regulations to be restricted to resource protection or recreational uses as hereinafter set.

8. Plan means the aforementioned Subdivision Plat prepared by George William Stephens, Jr. and Associates, Inc., and recorded or intended to be recorded in the Records Section of the Baltimore County Department of Permits and Development Management, Bureau of Land Acquisition.

9. Zoning Regulations means Section 1A03, Baltimore County Zoning Regulations, as amended.

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ARTICLE II

General Provisions

1. Tax Exemption: Nothing herein contained shall prohibit Grantor from seeking a Federal and/or State tax credit equal to the difference, if any, of the value of the Property before the grant of this Conservancy Easement and the value of the Property after the grant of this Conservancy Easement.

2. Binding Effect: The provisions of this Conservancy Easement (a) are made by the Grantor for itself and for its respective successors and assigns, (b) are binding upon the Grantor, his respective successors and assigns, and (c) shall run with and bind all land within the Conservancy Area. The provisions of this Conservancy Easement shall be binding upon the Grantee and its respective successors and assigns.

3. Enforcement and Remedies: The provisions of this instrument may be enforced by the Director or designee of the Baltimore County Department of Permits and Development Management or other department, agency, or other public body or person duly authorized by the County executive. Upon any breach of the terms of this Conservancy Easement by the Grantor which breach is not cured by the Grantor within forty-five (45) days of the Grantor's receipt of written notice of such breach from the Grantee, the Grantee may, with or without additional notice to the Grantor, exercise any and all of the following remedies: (A) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, either prohibitive or mandatory; and/or (b) require that the Conservancy Area be restored promptly to the condition required by this Conservancy Easement at the sole cost and expense of the Grantor.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Should any party hereto by reason of the refusal of another party hereto to fully comply with the terms, covenants, and conditions of the Conservancy Easement bring any action at law or in equity to enforce any of its rights hereunder, then the prevailing party in such action shall be entitled, in addition to any other relief granted by a court, to recover from the losing party or parties all expenses incurred by the prevailing party, including court costs and reasonable attorney's fees.

4. Reserved Rights: 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 conversation purposes of this Easement and require no prior notification or approval, except that, if Grantors believe that the exercise of a reserved right may have a significant adverse effect on the resources and the potential use of resources as provided for under Article IV, Grantors shall notify Grantee in writing before exercising such right.

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ARTICLE III

Specific Provisions

1. Area Designated the Conservancy Area: The Conservancy Area consists of 55.0642 acres, being the part of the property as set forth in the Plats as "Conservancy Area Lot 7 55.0642 Ac.+/-" on Plat 1. In the event that the Conservancy Area consists of more than 70% of the gross area of the Property, the Conservancy Area may be reduced in size to the minimum required 70% with the prior unanimous written approval of the Grantor, the Director of the Baltimore County Department of Permits and Development Management, Director of the Baltimore County Department of Environmental Protection and Resource Management, or other person duly authorized by the county Executive or any applicable law to approve such change or amendment. Furthermore, such change or amendment shall not be effective until such time as a written document acknowledging such change or amendment shall have been approved by the parties named above and recorded among the land records of Baltimore County.

2. Specific Provisions in Relations to the Conservancy Area: The Conservancy Area shall be restricted as to use in accordance with the provisions in Article IV of this Agreement. The Grantor shall have no right in the future to subdivide the area designated as the Conservancy Area except that as permitted under Article III, Paragraph 1, to reduce a Conservancy Area to the minimum 70%.

3. Duration of Easement: This Conservancy Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and his successors and assigns.

ARTICLE IV

Use Restrictions

Permitted/Prohibited Uses:

1. The Conservancy Area shall remain undisturbed, except as utilized under Paragraph 3 and 4 below, of this Article IV except as:

(a) Agricultural uses, including a farm or a limited acreage flower farm. Furthermore, all farms engaged in commercial agriculture must have and implement a soil conservation and water quality plan approved by the Baltimore County Soil Conservation District;

(b) Forestry, in accordance with the Maryland Forest Practices Guidelines or comparable guidelines which may replace the Forest Practice Guidelines in the future or as they may be amended from time to time; and

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(c) Open space, which may including hiking or equestrian trails or passive recreational areas which do not require paving.

2. The maintenance and protection of natural resources shall be in a manner and to the extent required by Baltimore County Department of Environmental Protection and Resource Management.

3. No provision of paragraph 1 shall be construed to enlarge, limit, supersede, or otherwise affect application to the Conservancy Area of any Zoning Regulation or any law, ordinance, rule or regulation of the Federal government, the State of Maryland, or Baltimore County currently in effect. Whether or not such is referred to in paragraph 1, nothing in this paragraph shall be construed to authorize or permit use of the Conservancy Area for:

(a) Industrial or commercial activities, other than farming, silviculture, and horticulture are prohibited on the Conservancy Area, except for (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products in accordance with applicable zoning regulations;

(b) Display of billboards, signs, or advertisements is prohibited on or over the Conservancy Area, 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 sale of goods or services produced by permitted uses of the Property; or (4) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservancy Easement or state and local environment or game laws; provided that no sign or billboard on the property shall exceed that permitted by applicable zoning regulations. Signs shall be limited to a reasonable number, shall not damage living trees, and shall be in accordance with applicable zoning regulations;

(c) Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Conservancy Area is prohibited, except that soil, rock, other earth materials, vegetative matter, or composts may be placed (1) as may be reasonably necessary for agriculture and silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservancy 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 combatting erosion or flooding, (2) for agriculture and silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, home sites, means of access, and wildlife habitat;

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(e) Diking, draining, filling, or removal of wetland is prohibited except as permitted by the Baltimore County Department of Environmental Protection and Resource Management or other agency or person succeeding to or replacing the Baltimore County Department of Environmental Protection and Resource Management.

4. No building, facility, or other structure shall be constructed on the Conservancy Area after the date of this Conservancy Easement, except for those structures or improvements permitted to be constructed in the Conservancy Area pursuant to the provisions of paragraphs (1) or (3) above, and except for the following:

(a) Principal residential dwelling that is permitted to be constructed within the Conservancy Areas pursuant to the site development plan approved by Baltimore County;

(b) Accessory structures and utilities and utility structures and related easements and appurtenances as are shown in the approved Development Plan or Plat creating this Conservancy Area;

(c) Accessory structures and utilities and utility structures and related appurtenances designed, constructed, and utilized for the purpose of serving an existing residence or residences tenant houses as permitted by the Zoning Regulations in the Conservancy Area;

(d) Accessory structures designed, constructed, and utilized in connection with the agricultural, horticulture, forestry, and naturalistic uses of the Conservancy Area;

(e) Tenant houses, if they are otherwise permitted by Baltimore County Zoning Regulations, may not be subdivided from the principal dwelling and the Conservancy Area parcel;

(f) Improvements, repairs, restorations, replacements, reconstructions, alterations, remodelings, and maintenance of all existing structures and other structures permitted under this Conservancy Easement in this Article IV;

(g) Reasonable means of access to all permitted uses and structures; and

(h) Any other structures, easements, or improvements not described in subparagraphs (a)-(g) (inclusive) above which the Zoning Regulations permit to be constructed within the Conservancy Area.

5. All rights reserved by the Grantor or activities not prohibited by this Conservancy Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Conservancy Area.

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6. The compliance with Article IX of Title 14 of the Baltimore County Code, as amended, entitled Protection of Water Quality, Streams, Wetlands, and Floodplains. Practices and activities are restricted within the forest buffer, except as provided for the by Department of Environmental Protection and Resource Management.

ARTICLE V

Miscellaneous

The Grantor agrees to notify the Grantee in writing of the names and addresses of any party to whom the Grantor transfers all or any portion of the Conservancy Area (each a "subsequent transferee") at or prior to the time said transfer is consummated. Each subsequent transferee shall in turn be obligated to notify the Grantee in writing of the names and addresses of any party to whom the subsequent transferee conveys all or any portion of the Conservancy Area at or prior to the time said transfer is consummated.

This Conservancy Easement shall be construed to promote the purposes of the statues creating and governing the conservation purposes of this Conservancy Easement, including such purposes as are defined as Section 170(h)(4)(A) of the Internal Revenue Code. This Conservancy Easement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, exclusive of Maryland's conflict of law rules.

This instrument sets forth the entire agreement of the parties with respect to the Conservancy Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservancy Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservancy 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.

No failure on the part of the Grantee to enforce any covenant or provision thereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same n the event of a subsequent breach or default.

No person who is not a party to this Conservancy Easement shall have any benefit hereunder nor have any third party beneficiary rights as a result of this Conservancy Easement, nor shall any such party be entitled to rely on any actions or inactions of the parties hereto or their agents, all of which are done for the sole benefit of the PARTIES HERETO.

Any notices by the Grantor to the Grantee or by the Grantee to the Grantor pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the following parties, or to such other address as the Grantee or Grantees may establish in writing on notification to one another:

If to Grantee:

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Baltimore County Department  
of Permits and Development Management  
111 West Chesapeake Avenue  
Towson, Maryland 21204

If to Grantor:

Briarknoll, LLC  
P. O. Box 180  
Phoenix, Maryland 21131

Whenever and wherever the Grantor is required under any section of this Conservancy Easement to obtain the prior written consent or approval of any Grantee or any other person or entity prior to taking any action or construction or improvements, the Grantor shall only be required to obtain the prior written consent or approval, as the case may be, of the Grantee, persons, or entities that are in existence at the time the Grantor seeks such consent or approval.

The Conservancy Easement may only be amended in writing signed by the parties to be bound by the change or alteration.

ARTICLE VI

Rights and Inspection

The Baltimore County Department of Permits and Development Management, Department of Environmental Protection and Resource Management, or other department, agency, or other public body or person duly authorized by the County Executive, or the Grantees or his designees, shall have the right to enter on the above-described Conservancy Area lands from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained.

[signatures follow on page 9]

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WITNESS the hands and seals of the grantor and Grantee as of the day and year first above written.

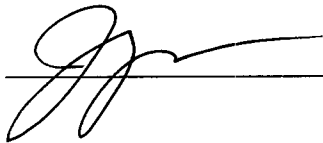
WITNESS/ATTEST

**GRANTOR:**


BRIARKNOLL, LLC, A MARYLAND LIMITED LIABILITY COMPANY BY UMERLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SOLE MEMBER AND GENERAL MANAGER OF BRIARKNOLL, LLC

  
\_\_\_\_\_

By: Barbara A. Daly (SEAL)  
Barbara A. Daly, General Manager

  
\_\_\_\_\_

By: Leo J. Umerley (SEAL)  
Leo J. Umerley, General Manager

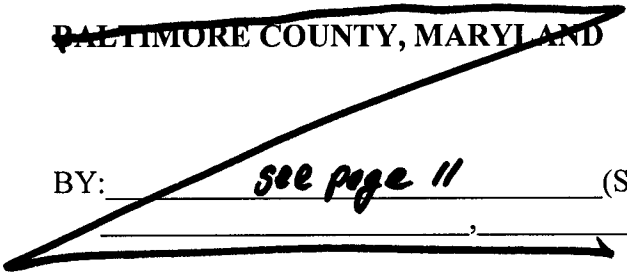
  
\_\_\_\_\_

By: Sandra Lee Grey (SEAL)  
Sandra Lee Grey, General Manager

~~BALTIMORE COUNTY, MARYLAND~~

\_\_\_\_\_

BY: see page 11 (SEAL)



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STATE OF Maryland, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of June, in the year 2006, before me, the subscriber, a Notary Public, personally appeared Barbara A. Daly as General Manager of UMERLEY, LLC, Sole Member and General Manager of Briarknoll, LLC and being authorized to do so executed the deed herein on behalf of Briarknoll, LLC.

AS WITNESS My Hand and Notarial Seal.

Terri Cook  
Notary Public  
My Commission Expires: 4-25-09

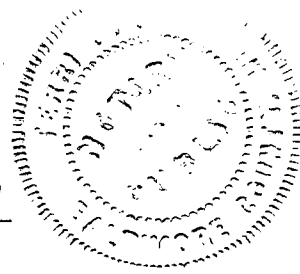


STATE OF Maryland, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of June, in the year 2006, before me, the subscriber, a Notary Public, personally appeared Leo J. Umerley, as General Manager of UMERLEY, LLC, Sole Member and General Manager of Briarknoll, LLC and being authorized to do so executed the deed herein on behalf of Briarknoll, LLC

AS WITNESS My Hand and Notarial Seal.

Terri Cook  
Notary Public  
My Commission Expires: 4-25-09



STATE OF Maryland, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of JUNE, in the year 2006, before me, the subscriber, a Notary Public, personally appeared Sandra Lee Grey, as General Manager of UMERLEY, LLC, Sole Member and General Manager of Briarknoll, LLC and being authorized to do so executed the deed herein on behalf of Briarknoll, LLC.

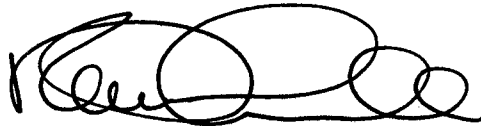
AS WITNESS My Hand and Notarial Seal.

Terri Cook  
Notary Public  
My Commission Expires: 4-25-09

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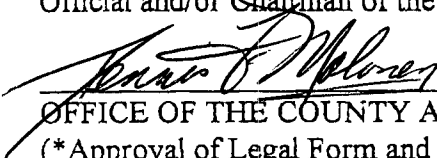
APPROVED:



8/3/04

Department of Environmental  
Protection and Resource Management

APPROVED FOR LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by the Duly Authorized Administrative  
Official and/or Chairman of the County Council, as indicated)



OFFICE OF THE COUNTY ATTORNEY

(\*Approval of Legal Form and Sufficiency Does Not  
Convey Approval Or Disapproval of the Substantive  
Nature of This Transaction. Approval is Based Upon  
Typeset Document-All Modifications Require Re-Approval.)


APPROVED AND ACCEPTED this

10<sup>th</sup> day of August, 2006

ATTEST:

BALTIMORE COUNTY, MARYLAND



By: 

Printed/Typed \_\_\_\_\_  
Title: County Administrative Officer

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STATE OF \_\_\_\_\_ CITY/COUNTY OF \_\_\_\_\_, to wit:

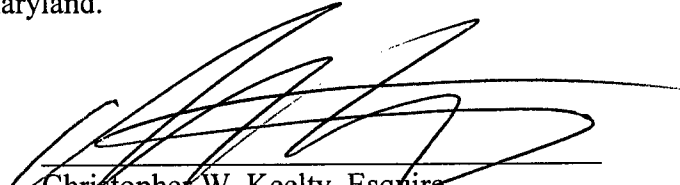
I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, in the year 2006, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_, and he/she acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.



Christopher W. Keelty, Esquire

**After Recording please return to:**

Bodie, Nagle, Dolina, Smith and Hobbs, P.A.  
Attn: Christopher W. Keelty  
143 Main Street  
Resiterstown, MD 21136  
(410) 526-9455

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09243951837

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

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Clerk Recording Validation

AUG 30 2006 03:40 PM

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)

4 Consideration Amount and Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees Doc. 1 Doc. 2

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)

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

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name:
Firm:
Address:
Phone:
Return to Contact Person
Hold for Pickup
Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property?
Was property surveyed?

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole
Part
Tran. Process Verification
Transfer Number:
Date Received:
Deed Reference:
Assigned Property No.:
Year:
Land:
Buildings:
Total:
Geo. Zoning:
Use:
Township:
Block:
Lot:
Section:
Occ. Cd.
REMARKS:
Per:
T.P. ART 12-108
Date: 8/18/06

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

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Consideration and Tax Calculations
EAS

Agent: NJS
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

TAX NOT REQUIRED

BALTIMORE COUNTY, MARYLAND

COUNTY TRANSFER TAX

RECORDATION TAX

Sec 33-139

T.P. ART 12-108

Date 8/18/06