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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 4th day of JANUARY, 2006, by and between ANNE E. BUNDY, having an address at 1304 Monkton Road, Monkton, Maryland 21111 ("Grantor") and the STATE OF MARYLAND, to the use of the DEPARTMENT OF NATURAL RESOURCES, 580 Taylor Avenue, Annapolis, MD 21401 and the GUNPOWDER VALLEY CONSERVANCY, INC., a Maryland corporation non-profit (collectively, "Grantees").

WITNESSETH

WHEREAS, in 1997 the Maryland General Assembly enacted Title 5, Subtitle 9A, Natural Resources Article, Annotated Code of Maryland, establishing a Rural Legacy Board and a Rural Legacy Program to counteract the effects of sprawl development and other modifications to the landscape in Maryland and to enhance natural resource, agricultural, forestry, and environmental protection while maintaining the viability of resource-based land usage and proper management of tillable and wooded areas through accepted agricultural and silvicultural practices for farm production and timber harvests. Protection is provided through the acquisition of easements and fee estates from willing landowners, and the supporting activities of Rural Legacy Sponsors and local governments;

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the State of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Gunpowder Valley Conservancy, Inc. is an organization determined to be exempt under section 501 (c) (3) of the Internal Revenue Code of 1986, as amended ("Code") whose purposes include the preservation and protection of scenic, natural, recreational, productive, and open space lands;

WHEREAS, Grantor owns in fee simple 120.799 acres of certain real property ("Property") situate, lying and being in Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Grantor by Christo Batzer by Deed dated June 29, 1973 and recorded among the Land Records of Baltimore County, Maryland in Liber 5372, Folio 922;

WHEREAS, Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth, and Grantees are willing to accept such Conservation Easement;

WHEREAS, Grantor and Grantees have identified significant conservation values in Exhibit B and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, preventing the use or

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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; and the viewshed from the Gunpowder River;

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Six Hundred Sixty-Five Thousand Twenty-Four Dollars and Sixty-Three Cents (\$665,024.63) to Grantor as partial monetary consideration for granting this Conservation Easement.

WHEREAS, the Gunpowder Valley Conservancy, Inc. has agreed to pay the sum of Twenty Thousand Six Hundred Twenty-One Dollars and Sixty-Seven Cents (\$20,621.67) to Grantor as partial monetary consideration for granting this Conservation Easement;

NOW, THEREFORE, in consideration of Six Hundred Eighty-Five Thousand Six Hundred Forty-Six Dollars and Thirty Cents (\$685,646.30), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, 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 conserve and preserve the significant conservation values in Exhibit B and the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent 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 and protect the viewshed from the Gunpowder River.

To achieve these objectives, the following Terms 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 V and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantees against Grantor and by the State of Maryland, acting by and through the Rural Legacy Board or the Office of the Attorney General against both the Gunpowder Valley Conservancy and Grantor and their respective personal representatives, heirs, successors and assigns.

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ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or Commercial Activities on the Property

Activities other than Agriculture (as that term is defined below) and residential uses are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop and a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property.

“Agriculture” (or “Agricultural” as the context requires) means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquaculture. This includes the related activities of tillage, fertilization, pest control and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses and poultry.

B. Construction and Improvements

Buildings, means of access and other structures are prohibited on the Property, except the following which include the existing structures listed in Exhibit C:

- (1) one (1) primary residence so long as such structure is located within Permitted Building Area 1 as described in Exhibit G;
- (2) two (2) accessory residences, each limited to one (1) story in height above ground and a maximum of 2,000 square feet. One (1) accessory residence shall be located within Permitted Building Area 1. One (1) accessory residence may be located in either Permitted Building Area 1 or 2 as described in Exhibit G;
- (3) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence (for example, garage, well house, and swimming pool) so long as such structures are located within Permitted Building Area 1;
- (4) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property so long as such structures are located within Permitted Building Area 1;
- (5) in areas outside Permitted Building Area 1, Grantor may construct small accessory structures, including but not limited to run-in sheds and loafing sheds, designed, constructed and utilized in connection with the Agricultural uses of the Property. Such “small accessory structures” shall have a footprint of six hundred (600) square feet or less with a maximum height of fifteen (15) feet;
- (6) in no event shall any primary or accessory residences be located outside of either Permitted Building Area 1 or 2; and
- (7) reasonable means of access to all permitted uses and structures.

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Each residential structure shall only be used for the purpose of a single family dwelling unit. The total number of residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, seasonal cabins) shall never exceed three (3) .

Grantor shall notify Grantees at least sixty (60) days prior to submitting any required permit applications for construction to local, state or federal agencies, or if no governmental permits are required, at least sixty (60) days in advance of any work whether for construction or preparatory to construction regarding the location of any new residential or accessory 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 means of access to a residential structure and any such change shall be subject to the prior written approval of Grantees. Notwithstanding anything contained in this Article II. B. Grantees may permit agricultural accessory structures, subject to any location, size and other requirements that Grantees make, for reasons which Grantees determine in their sole discretion are sufficient to justify an exception to this prohibition.

C. Divisions or Subdivisions of the Property

The Property may not be divided or subdivided into more than one (1) parcel of land. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted. Notwithstanding the two previous sentences, with at least sixty (60) days written notice to Grantees, Grantor may:

- 1. Divide or subdivide the Property into one (1) Agricultural lot (plus the original parcel from which the one (1) Agricultural lot was created).

No Agricultural division or subdivision shall be used to create additional development rights or facilitate construction of a new residence. No means of access to any residential parcel created under this paragraph shall be allowed over the remainder of the Property, including any parcel divided or subdivided for Agricultural purposes.

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, Grantor hereby grants to Grantees all transferable, cluster or other development rights 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, or to any other property, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

E. Dumping, Placement or Storage of Materials

No materials may be dumped, placed or stored on the Property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. Notwithstanding the previous sentence, Grantor may: (1) place or store soil, rock, other earth materials, vegetative matter, compost, and all types

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of legally permitted pesticides and fertilizers for Agricultural use if customarily and regularly done for that type of Agriculture use; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; (3) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B.; (4) place materials for wildlife habitat with the approval of Grantees; and (5) place or store materials in the interior of permitted structures; provided, that these materials shall not be placed or stored on buffers (as described in Article II.I.) or within fifty (50) feet of any rivers, streams, creeks, runs or Bay shorelines.

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. Notwithstanding the previous sentence, Grantor may excavate materials (1) for Agricultural use if customarily and regularly done for that type of Agriculture use, (2) reasonably necessary for the purpose of combating erosion or flooding, (3) reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B., and (4) for wildlife habitat with the approval of Grantees; provided, that these materials are not excavated from or placed or stored on buffers (as described in Article II.I.).

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted except for wildlife habitat with the approval of Grantees. "Wetland" or "wetlands" means portions of the Property defined by any state or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Forest Management

Grantor shall be in compliance with a Forest Stewardship Plan in the Woodland Areas (as hereinafter defined) that is reasonably current, but in no event more than fifteen (15) years old (the "Plan"), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, whose primary objective is soil conservation and water protection, and whose secondary objective is timber production. 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, a soils map and a topographic map;
- (3) an access plan for the Property, including all areas to be commercially managed;
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and

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(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.

“Woodland Areas” is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the “Guidelines”), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

I. Buffer Strip

Grantor shall allow the buffer strip along the Gunpowder River to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. Grantor shall not cut or remove any trees except for non-native, invasive, diseased or insect affected trees and in compliance with Article II.H with respect to the Guidelines. The minimum width of the buffer strip shall be fifty (50) feet (or larger as required by applicable law) at all times along the west edge of the Gunpowder River, except as may be reasonably necessary for (1) erosion control; (2) recreational water uses and associated structures; or (3) access for hunting, fishing, trapping.

J. Soil Conservation and Water Quality Plan

Within one (1) year of the date of this Conservation Easement, Grantor shall have a Soil Conservation and Water Quality Plan (the “Soil and Water Plan”) prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantor and the local Soil Conservation District as land use practices or management changes, however, Grantor shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees.

K. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property except signs not exceeding four (4) feet x four (4) feet for each of the following purposes: (1) to state the name of the Property and the name and address of the occupant; (2) subject to approval of Grantees, to advertise any home or ancillary occupations consistent with the purposes of this Conservation Easement; (3) to advertise the Property’s sale or rental; (4) to advertise the Agricultural and naturalistic uses of the Property; (5) to prevent

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trespassing; and (6) to recognize its protection by Grantees under this Conservation Easement, the Rural Legacy Program and State and local environmental or game laws.

L. Rights of Third Parties to Use the Property

Grantor may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Conservation Easement unless said right was subordinated to this Conservation Easement.) Notwithstanding the foregoing, third party rights to use the Property may be granted in connection with uses or structures permitted by the Terms herein (such as the granting of a utility easement to benefit a permitted residence).

M. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

N. Reserved Rights

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 Terms of this Conservation Easement and require no prior notification or approval. If Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, Grantor may submit a written request to Grantees for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

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 the Terms under this Conservation Easement, Grantor shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorney's fees.

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B. Effect of Failure to Enforce

No failure on the part of Grantees to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

Grantees and their respective employees and agents have the right, with reasonable notice to Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether Grantor is complying with the Terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures. Grantees will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

D. Effect of Multiple Grantees

Each Grantee has independent authority to enforce the provisions of this Conservation Easement. In the event that Grantees do not agree as to whether Grantor is complying with the Terms, each Grantee may proceed with enforcement actions without the consent of the other Grantee(s).

ARTICLE IV. 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 two (2) pages.

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of one (1) page.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers are kept on file at the principal office of Grantees and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof, except for the Slide Index which is attached hereto and made a part hereof. Exhibit D consists of forty-five (45) color slides and two (2) pages.

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices of 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: Permitted Building Areas is attached hereto and made a part here of. Exhibit F is the metes and bounds description of the Permitted Building Areas. Exhibit F consists of two (2) pages.

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G. Exhibit G: Plat of Permitted Building Areas is attached hereto and made a part hereof. Exhibit G consists of one (1) page.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE V. MISCELLANEOUS

A. Notification by Grantor of a Grant, Conveyance or Other Transfer

Grantor shall notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise 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 granted, conveyed or otherwise transferred. Grantor shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on Grantor

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Term of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor discretion over how to comply with said law, use the method most protective of the conservation values of the Property listed in Exhibit B.

C. Notices to Grantees and Grantor

Any notices required to be given by a party hereto pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as a party may establish in writing on notification to all other parties hereto.

If to Grantor: Anne Bundy
1304 Monkton Road
Monkton, MD 21111

And
If to Grantees: Gunpowder Valley Conservancy, Inc.
P.O. Box 261
Kingsville, MD 21087

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And
Director, Rural Legacy Program
Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD. 21401

D. Approval of Grantees

In any case where the Terms of this Conservation Easement require the approval of Grantees, such approval shall be requested by written notice to each of Grantees. Such approval shall be deemed given unless within sixty (60) days after receipt of notice either of Grantees mail notice to Grantor of disapproval and the reason(s) therefore. Unless Grantees' approval is deemed given in accordance with the prior sentence, any approval shall be written. Grantees will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but their decision shall be final and in their sole discretion. Grantees will coordinate their review; however, the approval of one Grantee shall in no way be deemed to be the approval of all Grantees, it being the intention that each Grantee has independent authority to disapprove and enforce this Conservation Easement.

E. Assignment by Grantees and Effect of Dissolution of Grantees

So long as a government agency continues to hold title to this Conservation Easement, Grantees may assign, upon prior written notice to Grantor, their rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained, and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth the Conservation Easement and rights of enforcement shall revert to Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Maryland Board of Public Works, or its successors or assigns, shall appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantees of their rights under this Conservation Easement unless Grantees, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

If the Department of Natural Resources purchases the Property in fee simple, then this Conservation Easement shall merge into the fee simple estate and thereby be extinguished.

F. Grantees Hold for Conservation Purposes

Grantees agree to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. Rights of State of Maryland as to Enforcement and Amendment

This Conservation Easement may only be amended by a written document that is executed by Grantor and Grantees, approved by the Rural Legacy Board and recorded among the

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land records of the appropriate jurisdiction for the Property; provided that any amendment shall not be inconsistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of Grantees, the amendment as a whole strengthens the conservation Terms of this Conservation Easement. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

H. Effect of the Dissolution of the Department of Natural Resources

In the event that the Department of Natural Resources is dissolved and no successor unit of State government is selected or established by the Maryland General Assembly, then the Maryland Board of Public Works, and its successors and assigns, shall have the right to transfer all rights of the Department of Natural Resources under this Conservation Easement to a unit of the Executive Branch of the State government.

I. Mortgages and Deeds of Trust

Grantor hereby certifies that there are no mortgages or deeds of trust affecting this Property.

J. Condemnation

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive ninety-seven percent (97%) of the proceeds and the Gunpowder Valley Conservancy shall receive three percent (3%) of the proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantees shall be allocated in the same manner as the proceeds are allocated.

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the State of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, Department of Natural Resources, 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.

L. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any local, state or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

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M. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

N. Successors

The terms "Grantor" and "Grantees" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and her personal representatives, heirs, successors, and assigns and the above-named Grantees and their successors and assigns.

O. Recordation

Grantees shall record this instrument for Grantees, Grantor and the State of Maryland in a timely fashion among the Land Records of Baltimore County, Maryland, and Grantees may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

P. Real Property Taxes

Except to the extent provided for by state or local law, nothing herein contained shall relieve Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

Q. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

R. Authorization

Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

TO HAVE AND TO HOLD unto the Department of Natural Resources and the Gunpowder Valley Conservancy their successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon Grantor, her survivors, agents, personal representatives, heirs, assigns and all other successors to her in interest, and shall continue as a servitude running in perpetuity with the Property.

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AND said Grantor hereby covenants that she has not done or suffered to be done any act, matter of thing whatsoever, to encumber the Property hereby conveyed, that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

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

GRANTOR:

*Anne E. Bundy by Edward Halle,
her attorney in fact*

ANNE E. BUNDY BY EDWARD HALLE, HER
ATTORNEY IN FACT

STATE OF MARYLAND, COUNTY of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 4 day of Jan, 2006, before me the subscriber, a Notary Public of the State aforesaid, personally appeared ANNE E. BUNDY, known to me (or satisfactorily proven) to be a 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.

**EDWARD HALLE, ATTORNEY IN FACT FOR

WITNESS my hand and Notarial Seal

LEE M. SNYDER
Notary Public
Baltimore County, MD
Commission Expires Dec. 1, 2010

LEE M. SNYDER
Notary Public
Baltimore County, MD
Commission Expires Dec. 1, 2010

Notary Public
My Commission Expires: Dec 1, 2010

GRANTEES:

STATE OF MARYLAND, to the use of the
DEPARTMENT OF NATURAL RESOURCES

By: C. Ronald Franks (SEAL)
C. Ronald Franks
Secretary

GUNPOWDER VALLEY CONSERVANCY

By: Cornelius Carmody (SEAL)
Cornelius Carmody
President

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I hereby certify that this Deed of Conservation Easement has been prepared by me or under my supervision, and that I am admitted to practice law in the State of Maryland.

Sandra Kanes
Attorney at Law

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 25070, p. 0229, MSA_CE62_24925. Date available 02/05/2017. SM 25070, p. 0229, MSA_CE62_24925. Date available 02/05/2017. SM 25070, p. 0229, MSA_CE62_24925. Date available 02/05/2017.

This is to certify that the within instrument has been prepared (1) by me or under the supervision of the undersigned Maryland Attorney:

Lee M. Snyder, Attorney

Approved as to legal form and sufficiency this 8th day of November, 2006. "Approved" means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Sandra Kanes
Assistant Attorney General

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Exhibit A
Deed of Conservation Easement
Anne E. Bundy
Boundary Description and Property Reference
Page 1 of 2

Beginning for the same at a white marble monument heretofore set at the beginning of the second line of the parcel of land described in a deed dated March 13, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1945 folio 55 from Clayton W. Brodley, Inc. to Christopher A. Batzer, Marguerite Batzer and Helene Wood Hughes; running thence with and binding on said second line, and on the third line to the twenty-seventh line thereof, inclusive, by the courses and distances in said deed according to the meridian thereof (said line not having been surveyed at the present time) the following 26 courses and distances respectively, viz: South 11° 45' east 38 ½ perches; North 35° 30' East 32 perches; South 55° 45' East 31 ¾ perches; South 39° 30' East 20 perches; South 20° 15 minutes East 20 perches; North 65° 45' East 20 perches, 2 links; South 25° 45' East 40 perches; South 52° 30 minutes East 32 perches; South 59° 30' East 8 perches; South 72° 30' East 11 perches; South 68° 30' East 12 perches; South 69° 30' East 32 perches; North 70° 00' East 14 perches; South 40° 00' West 23 perches; North 55° 00' East 34 perches; North 42° 00' East 20 perches 22 links; South 52° 30' East 18 links; North 27° 45' East 5 perches; North 21° 00' East 12 perches; North 7° 30' East 8 perches; North 3° 15' West 25 perches 8 links; North 22° 03' West 26 perches; North 43° 30 minutes West 26 perches; North 58° 00 minutes West 57 perches; North 42° 30' west 34 perches 3 links; and South 79° 00' West to meet a line of division now formed and marked by monuments mutually recognized by both parties thereto, said line of division being extended northeasterly from said monuments to intersect one of the outlines of the above mentioned parcel of land (believed to be the 27th line), to thereby form a property corner; thence binding reversely on said line of division now made and so extended, by a present survey referred to the magnetic meridian of December, 1958, the 8 following courses and distances respectively, viz: South 57° 34, 10 seconds West, crossing the Great Gunpowder Falls there situate to the southwest side thereof, continuing for a straight line South 57° 34' 10" West 43 feet more or less to a concrete monument, continuing for a straight line South 57° 34; 10" West 356.21 feet to a concrete monument South 53° 00' 10" West 171.39 feet to a concrete monument, South 40° 26' 10" West 149.88 feet to a concrete monument on the northeast side of a 60 foot right of way now created for the use with others entitled thereto; South 40° 26' 10" West 33.82 feet to a pipe in the center of said 60 foot right of way north 77° 04' 20" West binding on the center of said 60 foot right of way 672.33 feet to a pipe set; South 18° 46' 40" West 30.16 feet from a concrete monument set on the Northeast side of said 60 foot wide right of way, and North 65° 22' 10" West 778.04 feet to a pipe set in the last line of the parcel of land above mentioned, at a point distant South 8° 40' 50" East 35.90 feet from a concrete monument set at the intersection of said line and the northeast side of said 60 foot wide right of

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Exhibit A
Deed of Conservation Easement
Anne E. Bundy
Boundary Description and Property Reference
Page 2 of 2

way, said pipe also being at the beginning of the first or north 71 3/4° West 322 foot more or less, center line of the 25 foot right of way there situate leading to the Hereford-Monkton Road and more fully described in the above mentioned deed, the use of said 25 foot right of way in common with others entitled thereto being hereby expressly granted to said Grantee, its successors and assigns; thence leaving said center lines and running with and binding on a part of said last line, and on the first line thereof, as now surveyed by the magnetic meridian of December, 1958, the two following courses and distances respectively, viz: South 8° 40'50" East passing over a pipe set on the Southeast side of said 60 foot wide right of way at the distance of 35.90 feet and other pipes on line at the respective distances of 182.04 feet and 97.68 feet, measured from pipe to pipe for a total distance of 470.42 feet to a point in the stream adjacent to the Northeast bank thereof, and South 80° 00' 20" West 231.00 feet to the place of beginning. Containing 134.4 acres of land, more or less.

Together with and especially to the Grantees herein, their heirs and assigns, the use in common with others of the twenty-five foot right of way referred to in the above description, and fully set forth in the deed dated March 13, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1945 folio 55 from Clayton W. Bordley, Inc. to a certain Joseph C. Blair and Charlotte T. Blair, his wife, leading from said property to Hereford-Monkton Road.

Saving and Excepting therefrom all that piece or parcel of land as described in a Deed dated July 13, 1995 and recorded among the Land Records of Baltimore County in Liber No. 11207, folio 296 from Anne E. Bundy to the State of Maryland, containing 13.601 acres of land more or less. Reference to said Deed is made for a more particular description.

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Exhibit B
Deed of Conservation Easement
Anne E. Bundy
Summary of Conservation Values
Page 1 of 1

- (1) Part of Larger Conservation Area: The Property is contiguous to existing DNR property and existing MET easements, and is located in the Gunpowder Valley Rural Legacy Area.
- (2) Scenic Value: The easement will preserve the scenic vistas from the Property along the Gunpowder River.
- (3) Water Quality: More than 7,000 linear feet of frontage on the Gunpowder River and more than 600 linear feet of interior forested streams will be protected with stream buffers.
- (4) Preservation of Wooded Areas: The easement will preserve more than 20 acres near the Gunpowder River, and will require a Forest Management Plan for the Property.
- (5) Agricultural Land Protection: The easement will protect the 120 acre Bundy farm from development, and will require a Soil and Water Conservation Plan for the Property.
- (6) Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan, 1989 - 2000 adopted in 1990 by the Baltimore County Planning Board.

The Property lies within an Agricultural Conservation/Rural Protection Zone. County goals for these areas include preserving agriculture and other resource conservation areas in Baltimore County which are important for present and potential production of food and other crops, economic diversity, maintenance of environmental quality, open space protection, cultural site protection, and general quality of life. In the Master Plan, the County reaffirmed its public policy to support the retention of a viable agricultural industry, and the protection of resource conservation areas. (Page 51 of Master Plan)

- (7) Protection of Watershed: The easement will protect the watershed in the area from over development. This property drains into the Gunpowder River.

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Exhibit C
Deed of Conservation Easement
Anne E. Bundy
Inventory of Existing Structures
Page 1 of 1

Primary Residence
Guest House
Smoke House
Bank Barn with Attached Corn Crib
Kennel
Garage
Silo
Wagon Shed
Hay Barn
Work Shed
Chicken Coup
Hay Shed

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Exhibit D
Deed of Conservation Easement
Anne E. Bundy
Description of Slides and Slide Index Numbers
Page 1 of 2

<u>Description of Slides</u>	<u>Photo Direction</u>
1. Entrance to Property	W
2. Adjacent Property	NW
3. Entrance to Property	E
4. Rear of Primary Residence	S
5. Front of Primary Residence	N
6. Side of Primary Residence	E
7. Side of Primary Residence with utilities	E
8. Electric Transformer	W
9. Smoke House	W
10. Side of Primary Residence	W
11. Work Shed	N
12. Front View of Kennel with Guest House in Background	NW
13. Rear View of Kennel	SE
14. Front View of Guest House	W
15. Guest House Deck and Field	NW
16. Wagon Shed with Bank Barn in Background	E
17. Interior of Wagon Shed – 2 above ground diesel fuel storage tanks	E
18. Garage	S
19. Overview of Farmstead	SW
20. Bank Barn	NE
21. Bank Barn Barnyard	NE
22. Hay Barn, Silo, Bank Barn	SE
23. Haybarn, Corn Crib, Silo, Bank Barn	SE
24. Barnyard	W/SW
25. Upper Fields	NW
26. Woods/View Toward River	NE
27. Upper Fields	E
28. Hay Shed in Middle Fields	SE
29. Hay Shed in Middle Fields	NW
30. Middle Fields	SE
31. Gunpowder River	S
32. Lower Fields	NE
33. Lower Fields	NW

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Exhibit D
Deed of Conservation Easement
Anne E. Bundy
Description of Slides and Slide Index Numbers
Page 2 of 2

- | | | |
|-----|---|----|
| 34. | Existing path through buffer to Gunpowder River | E |
| 35. | Gunpowder River | S |
| 36. | Gunpowder River | N |
| 37. | Lower Fields | S |
| 38. | Lower Fields | NW |
| 39. | Lower Fields | NW |
| 40. | Lower Fields | W |
| 41. | Gunpowder River | N |
| 42. | Gunpowder River | S |
| 43. | Lower Fields | NW |
| 44. | Woods | N |
| 45. | Guest House in Woods | N |

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Exhibit E
Deed of Conservation Easement
Anne E. Bundy
Annotated Aerial Photograph
Page 1 of 1

Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices 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 1 page.

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**Exhibit F
Deed of Conservation Easement
Anne E. Bundy
Permitted Building Areas
Page 1 of 2**

**Bundy Property
1304 Monkton Road**

All that piece or parcel of ground, lying, situate and being in the 7th Election District of Baltimore County, Maryland and more particularly described as follows to wit;

BEGINNING for the 1st Permitted Building Area at a capped 3/4 inch diameter iron pipe now set in the parcel of land, which by a deed dated, June 29, 1973, and recorded among the Land Records of Baltimore County, in Liber 5372, folio 922, was conveyed from Christopher A. Batzer, Marguerite Marie Batzer and Helen Wood Hughes to Charles P. Bundy, Jr. and Anne E. Bundy, his wife, said beginning point being distant South 03 degrees 22 minutes 12 seconds East and referring the bearings of this description to the Maryland State Coordinate System NAD 83-91, 282.12 feet from a concrete monument heretofore set at the end of the thirty-first or South 40 degrees 26 minutes 10 seconds West 149.88 foot line of said parcel of land, said iron pipe having Maryland State Coordinate (NAD 83-91) values of North 699,859.4810 feet and East 1,419,549.2730 feet, Running thence for new lines of a Building Envelope Easement, and through said parcel of land, as now surveyed, the following 6 courses and distances viz;

1. North 86 degrees 17 minutes 20 seconds East 229.08 feet to a capped 3/4 inch diameter iron pipe now set, thence
2. North 76 degrees 59 minutes 27 seconds East 204.52 feet to a capped 3/4 inch diameter iron pipe now set, thence
3. South 23 degrees 25 minutes 49 seconds East 296.86 feet to a capped 3/4 inch diameter iron pipe now set, thence
4. South 19 degrees 12 minutes 45 seconds East 207.91 feet to a capped 3/4 inch diameter iron pipe now set, thence
5. South 75 degrees 30 minutes 25 seconds West 453.56 feet to a capped 3/4" diameter iron pipe now set, and thence
6. North 18 degrees 34 minutes 29 seconds West 550.01 feet to the place of beginning.

Permitted Building Area 1 containing 5.254 Acres of land.

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**Exhibit F
Deed of Conservation Easement
Anne E. Bundy
Permitted Building Areas
Page 2 of 2**

BEGINNING for the 2nd Permitted Building Area at a point in the parcel of land, which by a deed dated, June 29, 1973, and recorded among the Land Records of Baltimore County, in Liber 5372, folio 922, was conveyed from Christopher A. Batzer, Marguerite Marie Batzer and Helen Wood Hughes to Charles P. Bundy, Jr. and Anne E. Bundy, his wife, said beginning point having Maryland State Coordinate (NAD 83-91) values of North 699,137.4263 feet and East 1,419,352.8653 feet, Running thence for new lines of a Building Envelope Easement, and through said parcel of land, as now surveyed, the following 4 courses and distances viz;

1. South 88 degrees 51 minutes 26 seconds East 125.00 feet ,thence
2. North 01 degrees 08 minutes 34 seconds West 75.00 feet, thence
3. South 88 degrees 51 minutes 26 seconds West 125.00 feet, and thence
4. South 01 degrees 08 minutes 34 seconds East 75.00 feet, to the place of beginning.

Permitted Building Area 2 containing 0.215 Acres of land.

The above described Permitted Building Areas being on the parcel of land, which by a deed dated, June 29, 1973, and recorded among the Land Records of Baltimore County, in Liber 5372, folio 922, was conveyed from Christopher A. Batzer, Marguerite Marie Batzer and Helen Wood Hughes to Charles P. Bundy, Jr. and Anne E. Bundy, his wife.

State of Maryland Land Instrument Intake Sheet
[] Baltimore CITY [] County: Baltimore
Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.

0025070 2391

1 Type(s) of Instruments
2 Conveyance
3 Tax Exempt (if Applicable)
4 Consideration And Tax Calculations

() Check Box if Addendum Intake Form is Attached
1 POA [] Mortgage [] Other [] Other
2 Easement [] Lease []
[X] Improved Sale [] Unimproved Sale [] Multiple Accounts []
Arms-Length[1] Arms-Length[2] Arms-Length[3] Length Sale[9]
Recordation:
State Transfer:
County Transfer:

THE FD SURE # 20.00
RECORDING FEE 75.00
TOTAL 95.00
Res# 5405 Rcpt # 6134
SM LL Blk # 2093
Jan 16, 2007 10:12 am

5 Fees

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, and TOTAL DUE.

Agent: [Signature]
Tax Bill:
C.B. Credit
Ag. Tax/Other:

6 Description of Property

Table with columns: District, Property Tax ID No. (1), Grantor Liber/Folio, Map, Parcel No., Var. LOG. Includes Subdivision Name, Lot (3a), Block (3b), Sect/AR(3c), Plat Ref., Sq.Ft./Acreage(4).

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).

Location/Address of Property Being Conveyed (2)
1304 Monkton Road, Monkton, MD 21111
Other Property Identifiers (if applicable)
Water Meter Account No.
Residential [] or Non-Residential []
Fee Simple [] or Ground Rent [] Amount:
Partial Conveyance? [] Yes [] No
Description/Amt. of SqFt/Acreage Transferred:

7 Transferred From

Table with columns: Doc. 1 - Grantor(s) Name(s), Doc. 2 - Grantor(s) Name(s). Includes Anne E. Bundy.

8 Transferred To

Table with columns: Doc. 1 - Grantee(s) Name(s), Doc. 2 - Grantee(s) Name(s). Includes The Gunpowder Valley Conservancy, Inc. and the State of Maryland.

9 Other Names to Be Indexed

Table with columns: 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: Bonnie DeDea / File #3840-06-03482
Firm: NRT Mid-Atlantic Title Services, LLC
Address: 11350 McCormick Road, #200, Executive Plaza III
Hunt Valley, MD 21031
Phone: (410-252-1208) Date Sent: 1/4/2007

11 Assessment Information

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? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
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 19, 18
Land, Buildings, Total
Geo. Map, Zoning Grid, Use Parcel, Section, Occ Cd.
TOWN CO. BALTIMORE COUNTY, MARYLAND
Per [Signature] Sec 33-139
RECORDATION TAX
Per [Signature]
Date 1/10/07
T.P. ART 12-108

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 00070, p. 0239, MS A-CE62, 24925. Date available 02/05/2007. Filed 09/26/2023. 20 15