

NO TITLE EXAMINATION
NO CONSIDERATION

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 3rd day of September, 2002, by and between NORWOOD PROPERTIES, LLC, a Maryland Limited Liability Company (hereinafter collectively, the "Grantor"), and the SEVERN RIVER LAND TRUST, INC., (hereinafter, "Grantee").

WITNESSETH

WHEREAS, the SEVERN RIVER LAND TRUST is charitable in nature, and is created for the purpose of preservation of the natural and scenic qualities of the Severn River and its environs; and

WHEREAS, Grantor owns in fee simple certain real property consisting of Two Hundred and 54/100 (200.54) acres of land, more or less, situate, lying, and being in the Second Assessment District of Anne Arundel County, Maryland, known or to be known as the Overlook Subdivision; and

WHEREAS, One Hundred Twenty-Four and 87/100 (124.87) acres are shown and designated as Forest Conservation Property Areas (hereinafter the "Conservation Property") on Plats 1 through 9, inclusive, entitled "The Overlook" (Subdivision No. 99-051, Project No. 2000-128) and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 243, pages 41 through 49, inclusive, Plat Nos. 12718 through 12726, inclusive; and

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WHEREAS, the Conservation Property has substantial forest resources and ecological, natural, and aesthetic value, which this Easement will help to preserve and maintain, including the ability to protect water quality and important aquatic resources and habitats of the Severn River; and

WHEREAS, Grantor is willing to grant a perpetual Conservation Easement over the Conservation Property, thereby restricting and limiting the use of the Conservation Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement; and

WHEREAS, Grantor and Grantee recognize the open-space conservation value of the Conservation Property in its present state, as a natural and rural area that has been subject to limited development, and have identified significant conservation features in Exhibit A attached hereto; and

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WHEREAS, Grantor and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland, and wetland character of the Conservation Property, and, except as hereinafter provided, preventing the use or development of the Conservation Property for any purpose or in any manner that would conflict with the maintenance of the Conservation Property in its existing condition; and

WHEREAS, Grantee is authorized to accept, hold, and administer conservation easements, and possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW THEREFORE, as an absolute gift of no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors, and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Conservation Property.

The purpose of this Conservation Easement is to preserve and protect the environment of the Conservation Property and to maintain permanently the existing, open-space values of the Conservation Property and the dominant scenic, historic, cultural, rural, agricultural, woodland, and wetland character of the Conservation Property.

To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article VI and runs with the land as an incorporeal interest in the Conservation Property, enforceable with respect to the Conservation Property by Grantee against Grantor, its agents, successors and assigns.

ARTICLE II PROHIBITED AND RESTRICTED ACTIVITIES

A. The Conservation Property shall not be partitioned or subdivided after the date of this Easement.

B. Industrial or commercial activities, including farming, silviculture, and horticulture, are prohibited on the Conservation Property.

C. Display of billboards, signs, or advertisements is prohibited on or over the Conservation Property.

D. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on this Conservation Property is prohibited, except that soil, rock, other earth materials, vegetative matter, or compost may be placed as may be reasonably necessary for reforestation or protection and enhancement of natural forest and foliage, or protection from erosion.

E. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum, and other materials are prohibited, except for the purpose of combating erosion or flooding or maintenance or protection of accesses and wildlife habitat.

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

G. No building, facility, or other structure, other than fences, shall be constructed on the Conservation Property after the date of this Conservation Easement.

H. Pesticides, insecticides, herbicides, or fertilizers shall not be used or deposited on the Conservation Property.

I. There shall be no activities or uses detrimental or adverse to the maintenance of water quality, water conservation, erosion control, soil conservation, and, subject to permitted structures and forestry uses, the preservation of wildlife habitat. There shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies, nor shall there be activities conducted on the Conservation Property that would be detrimental to water quality, or which could alter either natural water level or flow, or both.

J. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wild life, scenic and cultural values, and the natural topographic and open-space character of the Conservation Property.

K. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantor are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Grantor believes or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Conservation Property, Grantor shall notify Grantee in writing before exercising such right.

**ARTICLE III
ENFORCEMENT AND REMEDIES**

A. Upon any breach of the terms of this Conservation Easement by Grantor, Grantee 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; and (2) require that the Conservation Property be restored promptly to the condition required by this Conservation Easement. Grantee's remedy shall be cumulative and shall be in addition to any other rights and remedies available to Grantee in law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

B. No failure on the part of the Grantee 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 Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, its successors and assigns have the right, with reasonable notice, to enter the Conservation Property at reasonable times for the purpose of inspecting the Conservation Property to determine whether the Grantor, its successor or assigns are complying with the terms, conditions, and restrictions of this Conservation Easement. In the exercise of its privileges under this Article III, Grantee shall have the right of ingress and egress over any and all streets, roads and rights of way in the Overlook Subdivision. In the exercise of said privileges, Grantee shall have the additional right of ingress and egress over all of the lots in the Overlook Subdivision, provided said right of ingress and egress shall be exercised only during daylight hours on weekdays, and shall not be exercised more than two (2) times in any calendar year.

**ARTICLE IV
PUBLIC ACCESS**

The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, nor does it preclude the owners of lots within the Overlook Subdivision from entering onto the Conservation Property for passive recreational purposes and any other purpose not inconsistent with the provisions of this Easement.

**ARTICLE V
EXHIBITS**

The following exhibits accompany this Conservation Easement:

A. **Exhibit A: Summary of Conservation Features** shall be attached hereto and made a part hereof. Exhibit A consists of one (1) page.

B. **Exhibit B: Color Slides of the Conservation Property With Description of Slides and Slide Index Numbers** shall be kept on file at the principal office of the Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit B consists of forty-eight (48) color slides as referenced on the attached list of slide photographs, consisting of two (2) pages.

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

**ARTICLE VI
MISCELLANEOUS**

A. Grantee may assign, upon prior written notification to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, the Easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantor, its agents, successors and assigns shall institute, in a court of competent jurisdiction, a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantor agrees for itself, its agents, successors and assigns to notify Grantee in writing of the names and addresses of any party to whom the Conservation Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specific reference to this Conservation Easement in the declaration of Covenants, Conditions, Restrictions and Easements of the Overlook Subdivision.

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

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Conservation Property as a whole. This Conservation Easement shall not take effect until such time as it is recorded among the Land Records of Anne Arundel County.

E. This Conservation Easement shall be construed to promote the conservation purposes of the Grantee and the conservation purposes of this Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. The provisions of this Conservation Easement do not replace, abrogate, or otherwise set aside any local, state, or federal laws, requirements, or restrictions applicable to the Conservation Property.

G. Any notices by Grantor to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to SEVERN RIVER LAND TRUST, INC., P.O. Box 2008, Annapolis, Maryland 21404, or to such other address as Grantee may establish in writing on notification to Grantor.

H. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless, within forty-five (45) days after receipt of notice, Grantee mails notice to Grantor of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the SEVERN RIVER LAND TRUST, INC., its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding upon Grantor, its agents, successors and assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the above-described Conservation Property.

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

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

GRANTOR

Norwood Properties, LLC
a Maryland Limited Liability Corporation

W. Koch

[Signature]

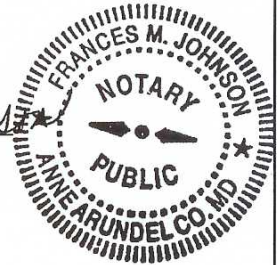
By: _____ (SEAL)
Gary W. Koch, Managing Member

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 26th day of August, 2002, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared GARY W. KOCH, who acknowledged himself to be the Managing Partner of NORWOOD PROPERTIES, LLC, and that he, as such Managing Partner, being authorized to do so, executed the foregoing Deed of Conservation Easement for the purposes therein contained by signing, in my presence, the name of the said Limited Liability Company by himself as said Managing Partner.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 5-1-2005

ACCEPTED BY: THE SEVERN RIVER LAND TRUST, INC., AS GRANTEE

[Signature]
Clifford G. Andrew, President

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney at law.

[Signature]
David M. Plott

After recordation, please return to:

David M. Plott, Esq.
Linowes and Blocher, LLP
145 Main Street
Annapolis, MD 21401

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Severn River Land Trust
The Overlook Easement Deed

Exhibit A Conservation Features

1. Water Quality

This easement includes a major portion of the watershed of Deep Ditch Branch, which is a significant contributor to runoff into the Severn River. Most of the area is in steep ravines and valley slopes. This topography, together with the easily-eroded underlying soil, could cause a significant flow of sediment into the river if the existing forest ground cover is not preserved.

2. Protection of Mature Woods

While evidence of logging is present, this obviously took place in the early years of the last century. Consequently, most of the easement area contains a substantial cover of large trees, many in excess of 2 feet DBH. Species detected in a brief survey include Red and Chestnut oak, poplar, beech, sweet gum and Virginia pine. The provisions of the easement prohibit cutting or removal of trees, which will result in retaining over 100 acres of beautiful forest.

3. Protection of Wildlife Habitat

The dense, relatively undisturbed forest covering this easement make it an ideal support for wildlife. A cursory survey indicated large numbers of deer either live there or use the property for access to more distant sites. The considerable length of forest edge will be attractive to bird life.

EXHIBIT B

Color Slides of the Property with description of slides and slide index numbers.
The original slides are retained on file in the principal office of the Grantee and are fully and completely incorporated in this Conservation Easement as though attached hereto and made a part thereof.

Color Slides of "The Overlook" Property

No.	N Latitude	W Longitude	Direction	Comment
1	39-02'00.3"	76-36'00.4"	N80E	SW corner easement parcel#9 on property line, across ravine
2	same	same	S30E	Along property line
3	39-02'01.2"	76-35'59.3"	S30E	Offset 20'N of stake "456", along forest edge
4	39-01'58.1"	76-35'56.4"	N15W	From ravine edge along NE edge of easement
5	same	same	Due S	Same site, along NE edge
6	39-01'56.3"	76-35'56.8"	S70W	At stake 148, easternmost corner of easement
7	same	same	N20E	Same site
8	39-01'56.1"	76-35'58.2"	N20W	At stake NWP#10, intersection of easement and property line, along property line
9	39-01'53.3"	76-35'56.1"	Due E	Corner 105 (P8 stake), along property line
10	39-01'53.0"	76-35'52.6"	N60E	At stake NWP13, across ravine
11	39-01'55.1"	76-35'51.1"	S60W	12" sawn oak stump, across ravine and wetland
12	39-01'57.2"	76-35'45.3"	N20W	Intersection of Deep Ditch and major tributary, base of double 2ft oak, up E-facing slope
13	same	same	N90W	Same site, toward Lot 33
14	same	same	N25E	Same site, up W-facing slope of tributary ravine
15	39-02'00.2"	76-35'40.6"	N40W	Intersection of Deep Ditch and minor tributary, up E-facing slope of tributary
16	same	same	S65W	Same site, toward SE corner of Lot 29, looking into easement
17	same	same	Due N	Same site, looking up W-facing slope of tributary
18	39-01'59.8"	76-35'42.5"	N30W	End of ridge, near SW corner Lot 29, into easement
19	39-01'57.7"	76-35'44.7"	Due N	Along edge of ravine, narrow portion of Lot 29
20	same	same	N55W	Same site, across ravine to high ground in Lot 32
21	39-02'02.8"	76-35'50.9"	S60W	Up secondary ravine in Lot 31
22	39-02'04.0"	76-35'52.1"	S40E	On wood road, Lot 29, along edge of ravine
23	same	same	N75E	Same site, opposite direction
24	39-02'00.7"	76-35'51.4"	N15W	Lot 30, toward end of ravine
25	39-02'00.3"	76-35'50.8"	N28E	Along wood road
26	39-01'58.5"	76-35'52.2"	N35E	Upper end of ravine near Fancy Farm Court circle
27	same	same	S85E	Same
28	39-01'56.5"	76-35'48.1"	N50E	Into easement
29	same	same	S40W	Same

30	39-01'57.1"	76-35'53.7"	S25E	Same
31	same	same	N85W	Same
32	39-02'03.2"	76-35'58.1"	N20E	From road, along boundary of Lots 3/4
33	same	same	N80E	Same site, along road
34	39-02'05.1"	76-35'49.5"	N80E	From rise 30'N of road, looking along road
35	same	same	N25E	Same site, looking across field
36	39-02'04.0"	76-35'49.3"	S60E	From hilltop in Lot 27, along forest edge
37	39-02'05.2"	76-35'44.6"	S55W	On boundary of Lots 26/27, 60ft south of road
38	39-02'05.3"	76-35'44.3"	S20E	60ft from road, looking along forest edge
39	39-02'04.5"	76-35'42.1"	Due S	Near SE corner of house
40	39-02'06.1"	76-35'41.1"	S35E	Into Lot 25
41	same	same	Due E	Into Lots 24,25
42	39-02'06.6"	76-35'38.3"	S15W	Forest edge, Lot 25
43	39-02'07.9"	76-35'38.1"	N10W	Forest edge, Lot 10
44	same	same	N45W	Into Lots 11, 12, 13
45	same	same	N70E	Toward hilltop, Lot 21
46	39-02'08.7"	76-35'36.8"	S60E	From Lot 21 looking into Lot 22
47	39-02'08.1"	76-35'35.2"	N80E	From Lot 22
48	39-02'11.6"	76-35'43.2"	S5W	Along forest edge, Lot 11