

Appendix D3
Conservation Easement between
Izaak Walton League of America and
Maryland Environmental Trust

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 20th day of December, 1989, by and between the HARFORD CHAPTER OF THE IZAAK WALTON LEAGUE OF AMERICA ("Grantor"); and the MARYLAND ENVIRONMENTAL TRUST ("Grantee").

✓ WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1983 Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantor owns in fee simple 257 acres, more or less, of certain real property ("Property") hereinafter described, situate, lying and being in the First Election District of Harford County, Maryland, and more particularly described in Exhibit A attached hereto;

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

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

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

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

REC FE 62.00

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 perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

REC IN .50

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

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

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities are prohibited on the Property.

B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the educational and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the property, its recognition under state or federal historical registers or the National Estuarine Research Reserve, or its protection under this easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed four feet by four feet, except that no more than four (4) entry signs shall not exceed four feet by twelve feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 150 feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed as may be reasonably necessary for the construction and/or maintenance of permitted structures and accesses.

D. Management of forests and wildlife shall be in accordance with Department of Natural Resources approved Forest and Wildlife Management Plans, approved by the Maryland Forest, Parks and Wildlife Service, unless modified by the Grantor with the prior approval of the Grantee for more specific conservation needs of the Property. Grantor reserves the right to nail trail markers and duck houses to trees, minimizing the damage to the health of trees caused by such nails.

E. 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, or (2) for the construction and/or maintenance of permitted structures, accesses and wildlife habitat.

F. Diking, draining, filling or removal of wetlands is prohibited, except for purposes of creating and maintaining siltbasins, runoff ponds, or other conservation measures.

G. No building, facility or other structure, shall be constructed on the Property after the date of this Conservation Easement, except that it is permitted to construct temporary structures designed, constructed and utilized in connection with the scientific, naturalistic, and educational uses of the Property, and that it is permitted to construct permanent boardwalks, observation decks, elevated walkways, canoe docks, benches and footbridges.

H. Grantor shall maintain a vegetative buffer strip along Otter Point Creek. The width of the buffer strip shall be 100 feet (or as determined by applicable law requiring a larger

buffer) along Otter Point Creek, except as may be necessary for (1) erosion control; (2) wildlife management; (3) recreational water uses and associated structures; (4) hunting, fishing, or trapping; or (5) access to the water. Manure and compost shall not be stored within fifty (50) feet of streams or Bay shorelines. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within fifty (50) feet of streams or Bay shorelines, except for the purposes of controlling phragmites and other noxious weeds through methods approved on a case-by-case basis by the Maryland Department of Natural Resources, Tidewater Administration, or unless such use is consistent with mosquito control activities authorized by the Maryland Department of Agriculture under Section 5-305 and Section 4-1-405 of the Agricultural Article of the Annotated Code of Maryland. Consistent with state policy, there shall be no use of herbicides on aquatic vegetation, emergent or submerged.

I. Grantor, its successors and assigns reserves the right to use the Property for educational field trips and canoe trips. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.

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

ARTICLE III. ENFORCEMENT AND REMEDIES

A. 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 Property be restored promptly to the condition required by this Conservation Easement.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at 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 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, has the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor, its personal representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever. Grantor shall control public access, hunting, fishing and trapping.

ARTICLE V. EXHIBITS

The following exhibits accompany this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference shall be attached hereto and made a part hereof. Exhibit A consists of 5 pages.
- B. Exhibit B: Summary of Conservation Values shall be attached hereto and made a part hereof. Exhibit B consists of 2 pages.
- C. Exhibit C: Color Slides of the Property With Description of Slides and Slide Index Numbers shall be kept on file at the principal office of the Grantee and shall be fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit C consists of 56 color slides and 5 pages.
- D. Exhibit D: Annotated Aerial Photograph of the Property 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 D consists of 1 page.
- E. Exhibit E: Plat Showing 6.0 acres not included in Estuarine Research Reserve Site and Conservation Easement. Exhibit E consists of 1 page.

These exhibits reflect the existing uses, conservation values and structures on the 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 the 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 personal representatives, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantor agrees for itself, its personal representatives, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specific

reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

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

D. The donation of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole.

E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

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

G. Any notices by Grantor to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, Suite 322, 275 West Street, Annapolis, Maryland 21401, 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 Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its survivors, agents, personal representatives, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the above described property.

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

WITNESS:

John Shulka
John Shulka

GRANTOR:

Harold E. Hartman (SEAL)
Harold E. Hartman
Director, Harford Chapter
Izaak Walton League of
America

STATE OF MARYLAND, 14 of Dec 1987, TO WIT:

I HEREBY CERTIFY, that on this 14 day of Dec, 1989, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Harold E. Hartman, who acknowledged himself to be a Director of the Harford Chapter of the Izaak Walton League of America and that he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of the organization for the purposes therein contained by signing the name of the organization by himself as such officer.

WITNESS my hand and Notarial Seal.

George J. Sugyik
George J. Sugyik
Notary Public
My Commission Expires: 7/1/90

ACCEPTED BY:

THE MARYLAND ENVIRONMENTAL TRUST AS GRANTEE:

H. Grant Dehart 12-20-89
H. Grant Dehart, Director

Approved as to legal form and sufficiency this 19th day of December, 1989.

William D. Jordan
Assistant Attorney General

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF \$ NONE

Received for transfer
State Department of Assessments & Taxation of Harford County

By RJC Date 12-22-89

NO TAXES PAID
12-22-89 dg

(Property Not Presently On County Water & Sewer System)
Per JEN 12-22-89

Deed of Conservation Easement
Harford County Chapter Izaak Walton League of America, Inc.
Exhibit A
Boundary Description and Property Reference
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The Property lying and being in the County of Harford, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe heretofore set on the easterly side of Maryland State Highway Route No. 24, 40 feet wide, at the beginning of a parcel of land described in a deed dated April 2, 1959 from Curtis O. Tyson, widower, to Margaret M. Green and William J. Green, her husband, and recorded among the Land Records of Harford County, Maryland, in Liber G.R.G. No. 523 at folio 195, thence leaving said parcel and binding on said easterly side of Route No. 24 (1) north 16 degrees 09 minutes 55 seconds west 32.13 feet; thence leaving said Route No. 24, and running for lines of division the following two (2) courses and distances, (2) north 31 degrees 16 minutes 23 seconds east, 416.58 feet, (3) northeasterly along a curve to the left, having a radius of 14,223.94 feet, for a distance of 348.20 feet, being subtended by a chord bearing and distance of north 30 degrees 34 minutes 18 seconds east 348.18 feet to a point on the fifth or north 58 degrees 26 minutes 50 seconds east 647.50 foot line of a deed dated October 4, 1951 from Curtis O. Tyson, et ux, to Paul L. Sullivan and Robert H. Archer, Jr. and recorded among the aforementioned Land Records in Liber G.R.G. No. 363 at folio 457, 201.13 feet from the end thereof, as now surveyed, the following four (4) courses and distances, (4) north 50 degrees 53 minutes 33 seconds east 201.13 feet, (5) north 76 degrees 23 minutes 18 seconds east 794.69 feet, (6) north 07 degrees 48 minutes 17 seconds west 309.88 feet to a stone marked "WR", the original beginning of the tract of land called "Winters Run"; (7) north 19 degrees 00 minutes 07 seconds west 143.93 feet to a point on the southeasterly side of U.S. Route 40, 150 feet wide; thence leaving said south easterly side of U.S. Route 40 (8) north 18 degrees 36 minutes 37 seconds west 75.00 feet to a point on the center line of said U.S. Route 40, thence binding thereon (9) northeasterly along a curve to the left, having a radius of 5,729.58 feet for a distance of 937.25 feet, being subtended by a chord bearing and distance of north 66 degrees 42 minutes 13 seconds east 936.21 feet, to a point on the 27th or south 65 degrees 45 minutes east 41 perch line of the Second Parcel described in a Deed dated January 16, 1917, from Manor Real Estate and Trust Company to Stanton S. Tyson, et al, and recorded among the aforementioned Land Records J. A. R. No. 155 at folio 406, thence binding on the 27th through the 32nd line of said parcel, as now surveyed, the following six (6) courses and distances, (10) south 67 degrees 11 minutes 30 seconds east 45.27 feet (11) south 50 degrees 41 minutes 30 seconds east 297.00 feet (12) south 36 degrees 11 minutes 30 seconds east 396.00 feet, (13) south 45 degrees 56 minutes 30 seconds east 528.00 feet, (14) south 75 degrees 56 minutes 30 seconds east 247.50 (15) south 57 degrees 41 minutes 30 seconds east 351.47 feet to a point on the first or south 79 degrees 30 minutes west 117 perch line of "Come By Chance Re-Surveyed" as granted and confirmed by the State of Maryland to Stanton S. Tyson, et al, and Patented on July 12, 1924 and recorded among the Patent Records of the Patent Office in Annapolis, Maryland, in Liber J.S.S. No. 1 at folio 193, thence binding reversely on said first line, as now surveyed, (16) north 77 degrees 18 minutes 30 seconds east 1,274.04 feet to an iron pin heretofore placed on the northwesterly bank of Winter's Run, as now surveyed,

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the following twenty-four (24) courses and distances, (17) north 48 degrees 13 minutes 05 seconds east 39.78 feet, (18) north 07 degrees 56 minutes 35 seconds east 43.42 feet, (19) north 48 degrees 34 minutes 35 seconds west 45.34 feet (20) north 18 degrees 14 minutes 45 seconds west 95.81 feet (21) north 13 degrees 48 minutes 50 seconds east 62.82 feet (22) north 37 degrees 11 minutes 00 seconds east 36.40 feet (23) north 45 degrees 00 minutes 00 seconds east 159.81 feet. (24) north 39 degrees 36 minutes 40 seconds east 263.50 feet (25) north 36 degrees 50 minutes 00 seconds east 313.60 feet (26) north 44 degrees 10 minutes 50 seconds east 99.00 feet (27) north 72 degrees 51 minutes 50 seconds east 125.57 feet (28) north 84 degrees 48 minutes 20 seconds east 99.41 feet, (29) north 75 degrees 57 minutes 50 seconds east 61.85 feet (30) north 69 degrees 41 minutes 40 seconds east 106.63 feet (31) north 61 degrees 37 minutes 30 seconds east 212.53 feet (32) north 70 degrees 28 minutes 20 seconds east 182.50 feet (33) north 79 degrees 19 minutes 30 seconds east 124.15 feet, (34) north 68 degrees 31 minutes 20 seconds east 65.55 feet, (35) north 48 degrees 33 minutes 40 seconds east 170.74 feet, (36) north 64 degrees 59 minutes 00 seconds east 82.76 feet, (37) south 75 degrees 33 minutes 50 seconds east 104.29 feet, (38) south 82 degrees 11 minutes 00 seconds east 51.48 feet, (39) north 44 degrees 00 minutes 40 seconds east 82.04 feet, (40) north 06 degrees 20 minutes 20 seconds east 90.55 feet, thence crossing said Winter's Run (41) south 68 degrees 48 minutes 23 seconds east 392.57 feet to the end of the 13th or due north 41.5 perch line of "Woolford's First Addition" as granted and confirmed by the State of Maryland to David N. Woolford and Patented on April 27, 1923 and recorded among the Patent Records of the Patent Office in Annapolis, Maryland in Liber J.S.S. No. 1 at folio 160, thence binding reversely in the 13th, 12th, and 11th lines of said "Woolford's First Addition" as now surveyed, the following three courses and distances: (42) south 07 degrees 50 minutes 10 seconds east, 684.75 feet (43) south 42 degrees 24 minutes 50 seconds west 1,810.05 feet (44) south 14 degrees 43 minutes 40 seconds west 1,119.38 feet to the end of the 16th line described in a deed dated December 31, 1965 from Ann V. Clayton, et al, to Queen Holding Corporation and recorded among the Land Records aforementioned in Liber G.R.G. No. 698 at folio 280, thence binding reversely on the 16th, 15th and 14th lines thereof as now surveyed, the following three (3) courses and distances: (45) north 76 degrees 08 minutes 43 seconds west 829.01 feet (46) north 24 degrees 52 minutes 27 seconds east 20.79 feet to a point on the southerly bank or shore of Winter's Run (47) north 65 degrees 07 minutes 33 seconds west 79.68 feet binding on said southerly bank or shore of Winter's Run to a point in or near the center of said Winter's Run (48) north 18 degrees 41 minutes 15 seconds west 36.15 feet to the end of the third or southeasterly 200 foot line described in a deed dated February 12, 1955 from Curtis O. Tyson, et ux, to R. Walter Ward and Melvin G. Bosley and recorded among the aforementioned Land Records in Liber G.R.G. No. 430 at folio 311; thence binding reversely on the third and second lines thereof, as now surveyed, the following two (2) courses and distances, (49) north 70 degrees 57 minutes 50 seconds west 200.00 feet running in or near the center of the aforementioned Winter's Run, (50) south 25 degrees 32 minutes 25 seconds west 121.00 feet leaving said Winter's Run to a point on

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the south 57 degrees 20 minutes 50 seconds east 1106.15 foot line described in a deed dated September 30, 1946 from Ada L. Lantz to Curtis O. Tyson and Rhoda K. Tyson, his wife, and recorded among the aforementioned Land Records in Liber G.C.B. No. 300 at folio 129; 165.00 feet from the end thereof, thence binding reversely on said line and on the northeasterly outline of "Edgewood Meadows - Section II" as now surveyed (51) north 64 degrees 27 minutes 35 seconds west 511.34 feet to the beginning of the third or north 83 degrees 57 minutes west 607.4 foot line described in a deed dated February 12, 1955 from Ada L. Lantz, widow, to Curtis O. Tyson and Rhoda K. Tyson, his wife, and recorded among the aforementioned Land Records in Liber G.R.G. No. 430 folio 309; thence binding on said third line and on the northerly outline of the aforementioned "Edgewood Meadows - Section II" as now surveyed, (52) south 87 degrees 59 minutes 10 seconds west 605.77 feet to a point on the north 53 degrees 43 minutes 30 seconds east 687.36 foot line of the aforementioned Deed from Lantz to Tyson recorded in Liber G.C.B. No. 300 at folio 129; thence binding reversely on said line and on the northerly outline of said "Edgewood Meadows - Section II" as now surveyed (53) south 46 degrees 41 minutes 25 seconds west 386.51 feet to a property stone heretofore planted, thence binding reversely on the south 73 degrees 38 minutes 30 seconds east 710.10 foot line of the aforementioned Deed from Lantz to Tyson, recorded in Liber G.C.B. No. 300 at folio 129, and in part on the aforementioned northerly outline of "Edgewood Meadows - Section II" as now surveyed, (54) north 80 degrees 48 minutes 05 seconds west 702.64 feet to a 24 inch beech tree, thence binding reversely on the south 79 degrees 32 minutes 50 seconds east 771.82 foot line of the aforementioned deed from Lantz to Tyson, recorded in Liber G.C.B. No. 300 at folio 129, as now surveyed, (55) north 86 degrees 25 minutes 45 seconds west 772.92 feet to a granite stone heretofore set in the existing fence line on the fourth or north 37 degrees 45 minutes east 687.7 foot line of a deed dated January 20, 1931 from William Bechtold, et ux, to Oscar N. Berg, et ux, and recorded among the aforementioned Land Records in Liber S.W.C. No. 218 folio 136; thence binding on said fourth line and on or near an existing fence line, as now surveyed (56) north 31 degrees 05 minutes 47 seconds 221.85 feet to a pipe heretofore set at a corner of said fence line, thence running and binding on or near an existing fence line, as now surveyed, between the lands of the herein Panitz & Co. Inc., and others, the following eight (8) courses and distances, (57) north 79 degrees 53 minutes 07 seconds west 192.27 feet to a 12 inch locust tree (58) north 64 degrees 56 minutes 02 seconds west 53.75 feet to a 10 inch locust tree, (59) south 80 degrees 08 minutes 05 seconds west 84.63 feet to a 15 inch locust tree, (60) north 81 degrees 50 minutes 48 seconds west 137.65 feet to a fence post; (61) south 54 degrees 03 minutes 09 seconds west 45.90 feet to a fence post, (62) south 87 degrees 33 minutes 27 seconds west 446.22 feet to a 15 inch oak tree, (64) south 86 degrees 15 minutes 45 seconds west 303.00 feet to a pipe heretofore set at the beginning of the second or north 84 degrees 56 minutes west 366.5 foot line described in a deed dated November 1, 1954 from Winfield S. Parks, et ux, to Albert R. Kilduff, et ux, and recorded among the aforementioned Land Records in Liber G.R.G. No. 423 at folio 384, thence binding on said

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second line, as now surveyed, (65) south 86 degrees 07 minutes 25 seconds west 346.67 feet to a pipe heretofore set on the aforementioned easterly side of Route No. 24 at the end of the third or south 15 degrees 02 minutes 40 seconds east 43.64 foot line of the first mentioned deed from Curtis O. Tyson, widower, to Margaret M. Green and William J. Green, her husband, thence binding on the fourth, fifth, and sixth lines of said deed, as now surveyed, the following three (3) courses and distances, (66) north 82 degrees 20 seconds east 203.57 feet, leaving said Route No. 24, to a pipe heretofore set in an existing fence line, (67) north 19 degrees 00 minutes 35 seconds west 305.92 feet binding on or near the said fence line to a pipe heretofore set in said fence line, (68) south 82 degrees 22 minutes 15 seconds west 200 feet, binding in part on or near another existing fence line to the point of beginning. Containing 255.8936 acres of land, more or less.

Being the same property, described in the Eighth parcel of a Deed dated February 16, 1968 and recorded among the Land Records of Harford County in Liber G.R.G. No. 769 folio 385, that was granted and conveyed by I.H. Hammerman, II, Trustee for Panitz & Co., Inc. to Zilkha & Sons, Inc. in fee simple.

SAVE AND EXCEPT, the 0.697 acres granted and conveyed in fee simple from Zilkha & Sons, Inc. to the State of Maryland, for the use of the State Roads Commission of Maryland, its successors and assigns, for the relocation of Maryland Route 24.

SAVE AND EXCEPT, the 10.163 acres granted and conveyed in fee simple from Zilkha & Sons, Inc. to the State of Maryland, for the use of the State Roads Commission of Maryland, its successors and assigns, for the relocation of Maryland Route 24.

SAVE AND EXCEPT the tract of land on the south edge of the Property, running the nine following courses and distances viz: north 64 degrees 27 minutes 35 seconds west, 511.34 feet, south 87 degrees 59 minutes 10 seconds west, 605.77 feet, south 46 degrees 41 minutes 25 seconds west, 165.00 feet, west 47 degrees 4 minutes 25 seconds north, 250.00 feet, south 70 degrees 40 minutes 43 seconds west, 400.00 feet, south 84 degrees west 600 feet, north 48 degrees 31 minutes 52 seconds west, 400.00 feet, north 70 degrees 17 minutes 24 seconds west, 213.72 feet, south 25 degrees 35 minutes 35 seconds west, 150.00 feet to the point of beginning, and shown on a plat attached as Exhibit E to this Deed of Conservation Easement. Containing 6.0 acres of land more or less.

All that property lying and being in the county of Harford, State of Maryland, and described as follows:

BEGINNING for the same at a point at the beginning of the 6th or N 7 degrees 48'17" W 309.88 foot line described in the Eighth parcel in a deed from I.H. Hammerman, II, Trustee for Panitz & Co., Inc. to Zilkha & Sons, Inc. dated the 16th day of February 1968 and recorded among the Land Records of Harford County, Maryland in Liber G.R.G. No. 769 Folio 385, thence running and binding on the said 6th line for part of its distance (1) N 7 degrees 48'17" W 124.61 feet to a point on the southeasterly side of Maryland Route 24, the five

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following courses and distances viz: (2) N 26 degrees 58'08" E 114.60 feet (3) N 36 degrees 30'31" E 168.94 feet (4) N 45 degrees 02'23" E 186.17 feet (5) N 50 degrees 51'55" E 159.80 feet (6) N 57 degrees 04'10" E 223.02 feet to a point where the side of the said Route 24 intersects the southerly side of U.S. Route 40, the right of way for the said U.S. Route 40 being 150 feet wide, thence binding on the southerly side of the said U.S. Route 40, (7) by a curve to the left with a radius of 5804.58 feet for an arc distance of 273.68 feet, said arc being subtended chord with a bearing of N 62 degrees 55'17" E for a chord distance of 273.64 feet to a point where the side of the said U.S. Route 40 intersects the 11th line of the said eighth parcel of the first mentioned conveyance, thence running and binding on the said 11th line for part of its distance, (8) S 50 degrees 41'30" E 253.91 feet, thence running with and binding on the 12th line of said parcel eight for its length and running and binding on the 13th line of the said eighth parcel for part of its distance the two following courses and distances viz: (9) S 36 degrees 11'30" E 396.00 feet (10) S 45 degrees 56'30" E 130.00 feet, thence leaving the said 13th line and running for new lines of division through the land of the herein named grantors the four following courses and distances viz: (11) S 55 degrees 02'19" W 321.70 feet (12) S 64 degrees 42'43" W 702.30 feet (13) S 76 degrees 34'43" W 415.74 feet (14) N 7 degrees 48'17" W 315.00 feet to the point of beginning. Such property is shown on a plat entitled "Plat of 20.225 ac. Parcel to be retained by Zilkha & Sons, Inc. dated November 11, 1985 prepared by L.G. Wolff Associates Inc. and recorded in the Plat Records of Harford County, Maryland in Liber C.G.H. No. 53, folio 36. Containing 20.225 acres of land more or less.

Being a portion of the property, described in the Eighth parcel of a Deed dated February 16, 1968 and recorded among the Land Records of Harford County in Liber G.R.G. No. 769 folio 385, that was granted and conveyed by I.H. Hammerman, II, Trustee for Panitz & Co., Inc. to Zilkha & Sons, Inc. in fee simple.

Return to:

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Summary of Conservation Values
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1. Ecological Significance: The property is located within the Otter Creek Marsh. With approximately 400 acres of wetland, Otter Point Creek marsh is the largest privately owned freshwater marsh in Harford County. It is one of the few large freshwater tidal marshes in the Chesapeake Bay region that remains in a comparatively natural, undisturbed state.

The vegetation in the Otter Point Creek site is quite diverse. The shallow water in front of the marsh proper consists of rooted aquatics such as water milfoil and wild celery, while broad leafed vegetation such as arrow-arum, spatterdock and pickerel weed predominate in the regularly flooded portions of the marsh. The upper regions of the marsh consist mainly of cattail vegetation with large stands of sweet flag. Other species grow throughout the marshy, such as wild rice, golden club, jewelweed, river bulrush and smartweed.

The Otter Point Creek site includes valuable spawning area for several species of anadromous and semi-anadromous fish. A wide variety of anadromous, estuarine, marine, and catadromous fish are found in the area (Harford County Planning and Zoning, 1984). Species include: banded killifish, mummichog, tidewater silverside, bay anchovy, tessellated darter, and spottail shiner. In addition both snapping and painted turtles are found around the marsh, as are blue crabs and various other invertebrates including rotifers, protozoans, and the larval forms of larger organisms. Water quality in Otter Point Creek is classified as "Good".

Rare plant species which have been found in the Otter Point Creek area include the regionally rare Baltic rush (Juncus balticus), the state rare grass-like beak rush (Rhynchospora globularis) and the highly state rare seven-angled pipewort (Eriocaulon septangulare). The last recorded sighting of seven-angled pipewort was in 1905 and this species may no longer exist on the site.

A variety of birds also rely upon the marsh in some respect. Species most commonly found include several types of heron, great white and snowy egret, mallard and black ducks, sora and Virginia rails, red-winged blackbird, marsh wren, and spotted sandpiper. Other important birds seen in the area include the American bittern (Botarus lentiginosus), the sora rail (Porzana carolina), and the upland plover (Bartramia longicauda). Mammals which frequent the site include muskrats, raccoons, river otters, and an occasional Virginia white tail deer. The highly state rare fish, the northern logperch (Percina caprodes), has been found in local waters.

The following ecosystem types are found at Otter Point:

Wetlands:

- o Creeks and Rivers - riverine and estuarine open water
- o Ponds - palustrine open water
- o Marshes - tidal/freshwater, palustrine and estuarine emergent wetlands, subtidal and intertidal, oligohaline

Deed of Conservation Easement
Harford County Chapter Izaak Walton League of America, Inc.
Exhibit B
Summary of Conservation Values
Page Two

Wetlands (Continued):

- o Scrub-Shrub Wetlands - palustrine
- o Forested Wetlands - palustrine

Uplands

- o Forested uplands

(Source: Draft Environmental Impact Statement and Draft Management Plan, Chesapeake Bay National Estuarine Research Reserve in Maryland prepared by U.S. Department of Commerce (NOAA) and Maryland Department of Natural Resources (Tidewater Administration), September 1989. A more extensive species list of the vegetation and wildlife found at the site is found in Appendix E of this publication. A general description of ecosystem types is found in Appendix F of this publication.)

2. Chesapeake Bay Critical Area: The entire property, including all land within 1000' of the Otter Point Creek mean high tide, is subject to the provisions and requirements of Maryland's Chesapeake Bay Critical Area Protection Program (Annotated Code of Maryland, Natural Resources Article, Sections 8-1801 through 8-1816 and the Code of Maryland Regulations 14.15.01 through 14.15.11). The program defines the Critical Area as sensitive with respect to development and requires the implementation of local government critical areas protection programs to manage the natural resources within the Critical Area. This conservation easement is compatible with the State's Critical Area Protection Program.
3. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the property adjacent to Otter Point Creek. Buffer strip standards are consistent with the guidelines recommended by the Department of Natural Resources for contributing to the protection of surface water quality.
4. Scenic Value: The property includes about 1.8 linear miles of waterfront along Otter Point Creek, about 0.2 linear miles of road frontage on U.S. Route 40, and about 0.25 linear miles on State Route 24. The property is also available to the public for fishing, nature study, and outdoor educational purposes.
5. Harford County Comprehensive Plan: This conservation easement is consistent with and pursuant to the natural resource goals and objectives of the Harford County 1988 Land Use Plan. (Source: Pat Farr, Harford County Planning and Zoning, October 19, 1989 telephone conversation.)
6. Environmental Education: The property is used for environmental education programs by the Chesapeake Bay Foundation, the Izaak Walton League, and Harford County Schools.
7. Maryland Environmental Trust Policy: The conservation values of the property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on September 25, 1974 and revised May 2, 1988.

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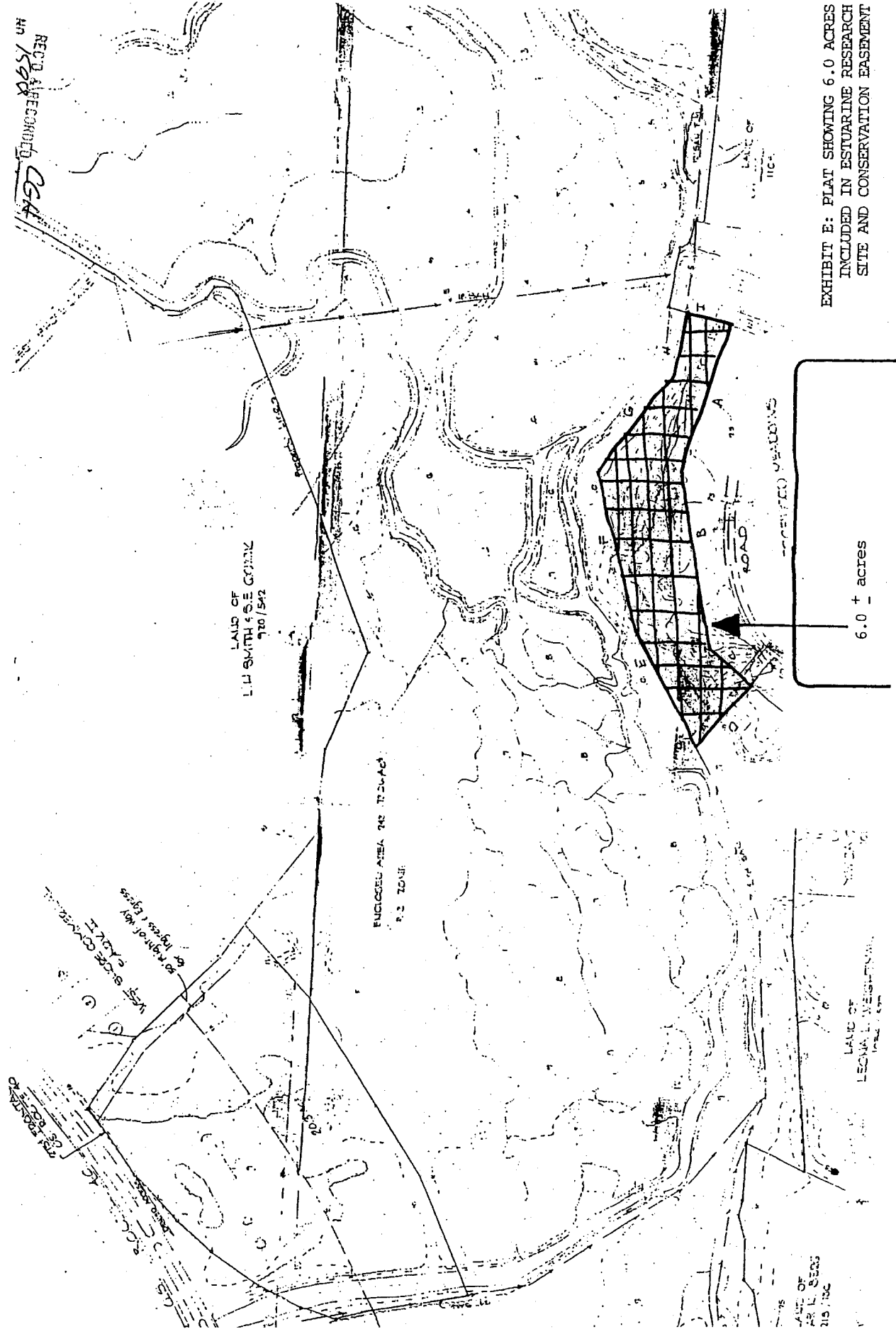


EXHIBIT E: PLAT SHOWING 6.0 ACRES NOT INCLUDED IN ESTUARINE RESEARCH RESERVE SITE AND CONSERVATION EASEMENT

6.0 ± acres