

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 9th day of July, 2007, by and between CHAPEL POINT, L.L.C., having an address at 6230 Kerrick Drive, La Plata, Maryland 20646-3327 ("Grantor") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("Grantee").

WITNESSETH

WHEREAS the Maryland Environmental Trust is charitable in nature, is created and exists, pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (2000 Replacement Volume as amended), to conserve open space and the natural and scenic qualities of the environment, among other things, and is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code;

WHEREAS Grantor owns in fee simple 104.53 acres, more or less, of certain real property (the "Property") situate, lying and being in Charles County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Norene Barish and Faith Rost by Deed dated August 31, 2006 and recorded among the Land Records of Charles County, Maryland in Liber 6021, Folio 48. The address of the Property is 2800 Butterfly Place, Indian Head, Maryland 20640;

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;

NOW, THEREFORE, as an absolute gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above recitals and the covenants, terms, conditions and restrictions hereinafter set forth (the "Terms"), 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 Property:

The purpose of this Conservation Easement is to maintain the significant conservation values, including the significant conservation features identified in Exhibit B and the dominant scenic, rural, agricultural, woodland and wetland characteristics of the Property, and to prevent the use or development of the Property for any purpose or in any manner that would conflict with these features and characteristics and the maintenance of the Property in its open-space condition.

⊕

APPROVED FOR TRANSFER

Office of the Treasurer
for Charles County

Per: WKS Date: 7-24-07

Taxes levied and on
record are paid.

Recordation Tax \$ 1.00

LRIP SURECHG 0.00
RECORDING FEE 0.00
TR TAX STATE 0.00
NON RESIDENT 0.00
TOTAL 0.00
Rec#CH05 Rcpt#999999
SLH LEY BIK44878
Jul 24, 2007 11:49 am

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. Activities other than Agriculture (as that term is defined below) and residential and private recreational 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. Any commercial recreation not prohibited by the preceding sentence shall be limited to a de minimis amount.

“Agriculture” (or “Agricultural” as the context requires), means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquiculture. 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. 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 Agricultural uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservation Easement or state and local environmental or game laws; or (6) to prohibit trespassing or regulate hunting; provided that no sign or billboard on the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations, except that signs permitted under exception (6) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

C. Dumping or placement of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (1) as may be reasonably necessary for Agriculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservation Easement and means of access.

D. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (1) for the purpose of combatting erosion or flooding, (2) for Agriculture on the Property, or (3) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat.

E. Other than creation and maintenance of man-made ponds and Agricultural drainage ditches, diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity.

F. Management and harvesting of all forests on the Property shall be consistent with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

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

- (1) two (2) primary residences;
- (2) non-residential structures designed, constructed and utilized for the purpose of serving the primary residences (for example, garage, well house, and swimming pool);
- (3) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property; and
- (4) reasonable means of access to all permitted uses and structures.

Each residential structure shall only be used for the purpose of a single-family dwelling unit.

Grantor shall notify Grantee at least ninety (90) days in advance of any construction or work preparatory to construction (such as plats, permits, drawings or proposed subdivisions) regarding the location of any new residential 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, all of which shall be subject to the approval of Grantee. Such approval shall be granted or denied based on the Grantee's opinion as to whether or not the proposed location conforms with the conservation values listed in Exhibit B of this Conservation Easement.

H. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one-hundred percent (100%) thereof for a term in excess of twenty (20) years, is prohibited, except the property may be Divided into two (2) parcels of any size. However, the Grantee may approve the Division of the Property for reasons which the Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

I. A one-hundred (100) foot vegetative buffer strip ("Buffer") along each side of the tributaries to Chicamuxen Creek shall be permitted to naturally revegetate or shall be planted with native species, and once established, shall not be disturbed, except as may be reasonably necessary for: (1) erosion control; (2) subject to Grantee's approval, wildlife management; (3) recreational water uses and associated structures; (4) reasonable access for irrigation, hunting, fishing, or trapping; (5) reasonable access to the water; (6) control of non-native and invasive species or (7) subject to Grantee's approval, reasonable access to the remainder of the Property. Manure and compost shall not be stored and pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of any creeks, streams, rivers or shorelines without Grantee's approval.

J. Grantor hereby grants to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now is or hereafter may be bounded or described, or to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

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

L. If Grantor believes or reasonably should believe that the exercise of a right not prohibited by this Conservation Easement may have a significant adverse effect on the purpose of this Conservation Easement or 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 a Term of this Conservation Easement by Grantor, Grantee may, exercise any or all of the following remedies:

(1) institute suits to enjoin any breach or enforce any Term by temporary and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order; 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 all appropriate legal proceedings and 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 Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

C. Grantee, and its employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantor is complying with the Terms of this Conservation Easement; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a suspected or actual violation of this Conservation Easement, such entry shall be upon sending prior reasonable notice to Grantor's last known address. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. NO PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE V. EXHIBITS

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

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page.

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 the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of twelve (12) color slides and one (1) page.

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

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

The parties acknowledge that these exhibits, other than Exhibit F, (collectively, the "Baseline Documentation") 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 notice 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 only with assurances that the purpose 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, 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 heirs, 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 purpose of this Conservation Easement.

B. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees for itself and its 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.

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. (1) The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value equal to the ratio of the value of this Conservation Easement on the effective date of this grant to the value of the Protected Property without deduction for the value of the Conservation Easement on the effective date of this grant. The value on the effective date of this grant shall be the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

(2) If circumstances arise in the future that render the entire purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may only be terminated or extinguished whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of additional improvements made by Grantor after the effective date of this Conservation Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of the preceding paragraph, adjusted, if necessary, to reflect a partial termination or extinguishment of this Conservation Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's conservation purposes.

(3) If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraphs (1) and (2) (with respect to the allocation of proceeds). The respective rights of Grantor and Grantee set forth in this section (D) shall be in addition to, and not in limitation of, any rights they may have

at common law with respect to a modification or termination of this Conservation Easement by reason of the exercise of powers of eminent domain as aforesaid.

(4) The Terms of this section (D) are subject to any applicable Maryland or Federal statutes.

E. Grantor and Grantee may jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code. Proposed amendments will not be considered unless in the opinion of Grantee they (1) have no adverse effect on the conservation values protected by this Conservation Easement and (2) uphold the intent of the original grantors and the fiduciary obligation of Grantee to protect the property for the benefit of the public in perpetuity. Grantee shall not be required to agree to any amendment. Amendments shall be subject to approval of the Maryland Board of Public Works, and shall be recorded among the Land Records where this Conservation Easement is recorded.

F. 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 Grantor's 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's discretion over how to comply with said law, use the method most protective of the conservation features of the Property listed in Exhibit B.

G. 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 purpose of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

H. The Terms of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

I. 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 this 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.

J. Grantee shall record this instrument in a timely fashion among the Land Records of Charles County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

K. Grantor certifies that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Conservation Easement. Grantor has provided, or shall provide, a copy of this Conservation Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders"), already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation, the Liens to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

L. Any notices by Grantor to Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Maryland Environmental Trust, 100 Community Place, First Floor, Crownsville, Maryland 21032, or to such other address as Grantee may establish in writing on notification to Grantor, or to such other address as Grantor knows to be the actual location of Grantee.

M. For purposes of this Conservation Easement, "Grantor" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the original Grantor herein unless said original Grantor is still the then current fee simple owners of the Property, except that if any Grantor has violated any term of this Conservation Easement, he shall continue to be liable therefore.

N. In any case where the Terms of this Conservation Easement require the permission, consent or approval ("Approval") of Grantee, the Approval shall be requested by written notice to Grantee prior to the proposed activity or use. Grantee shall consider the specific Term of this Conservation Easement requiring the Approval, the purpose of this Conservation Easement and the conservation values listed in Exhibit B. The Approval shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantee mails notice to Grantor of disapproval and the reason therefore. In the event of a conflict between this paragraph and a Term requiring Approval, the Term requiring Approval shall prevail.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions-imposed as aforesaid shall be binding upon Grantor, its assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

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

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

GRANTOR:
CHAPEL POINT, L.L.C.

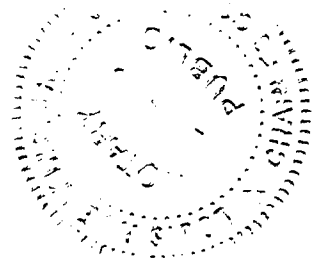
David H Posey (SEAL)
David H. Posey
Manager

STATE OF MARYLAND, Bouty of Charles, TO WIT:

I HEREBY CERTIFY, that on this 9 day of July, 2007, before me the subscriber, a Notary Public of the State aforesaid, personally appeared DAVID H. POSEY, Manager of CHAPEL POINT, L.L.C., known to me (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

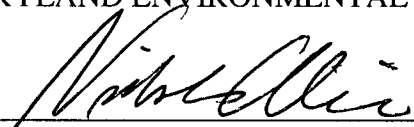
WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 1-1-09

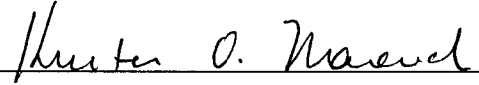


ACCEPTED BY GRANTEE:

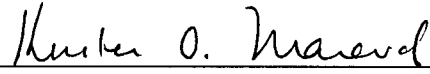
MARYLAND ENVIRONMENTAL TRUST

BY: 
Nicholas Williams
Director

I hereby certify this deed was prepared by or under the supervision of Kristen O. Maneval, an attorney admitted to practice by the Court of Appeals of Maryland.



Approved as to legal form and sufficiency this 10th day of July, 2007.
“Approved” means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.


Assistant Attorney General

Deed of Conservation Easement
CHAPEL POINT, L.L.C.
Exhibit A
Boundary Description and Property Reference
Page One of One

All that lot, tract, piece, parcel or sub-division of land and premises, situated on the south side of the State Road leading from Rison to Doncaster in the Tenth Election District of Charles Co., Md. and more particularly described according to a survey made by D.H. Seffans, County Surveyor, on Dec. 6th, 1949, as follows:

BEGINNING for the same at a fence corner post found fixed on the south side of the State Road leading from Rison to Doncaster twenty feet from the center line thereof, said fence post marking a corner between this land now about to be described and the land of J.A. Myatt; thence with the fence the line of the said Myatt land, South 23 deg. 12 min. East 88.85 feet; thence South 28 deg. 31 min. East 204.6 feet to a gum tree; thence running the division line between this land now described and intended to be conveyed and the land C.H. Posey, South 34 deg. 33 min. East 120.5 feet to a fence corner post; thence South 13 deg. 06 min. East 1633.96 feet; thence South 56 deg 46 min. West 597.2 feet to a stake there fixed; thence South 86 deg. 55 min. West 760.4 feet to a stake; thence South 69 deg. 29 min. West 442.6 feet to a Holley tree blazed and marked found standing near a spring; thence North 69 deg. West 866.3 feet; thence North 19 deg. 03 min. East 2452.78 feet to a stake fixed in the south right of way line of the above mentioned State Road also twenty feet from the center line thereof; thence with said State Road and binding thereon South 88 deg. 21 min. East East 633 feet; thence South 84 deg. 39 min. East 180.7 feet; thence South 71 deg. East 155 feet; thence South 55 deg. 15 min. East 261.0 feet to the point of Beginning, containing one hundred nine and sixty three one hundredths (109.63) acres, more or less.

SAVE AND EXCEPT all that lot, tract, piece, or parcel of land known as "Land of SAM HANISH, et ux" as per plat thereof recorded among the land records of Charles County, Maryland in Plat Book 35 at plat 78. Being in the Tenth Election District of said County, containing 5.000 acres, more or less. This lot was conveyed by Sam Hanish and Marion Hanish by Deed recorded among the Land Records of Charles County, Maryland in Liber 1104, Folio 184.

Containing 104.53 acres, more or less.

BEING the same land which was conveyed to the Grantor by Norene Barish and Faith Rost by Deed dated August 31, 2006 and recorded among the Land Records of Charles County, Maryland in Liber 6021, Folio 48.

Deed of Conservation Easement
CHAPEL POINT, L.L.C.
Exhibit B
Summary of Conservation Values
Page One of One

The following public open space conservation values are associated with the Property:

1. Part of a Larger Conservation Area

The Property is adjacent to the State of Maryland's Chicamuxen Wildlife Management Area, which is 380 acres.

2. Forested Wildlife Habitat

The Property contains 80 acres of forest. There is sufficient contiguous forest on the Property to provide breeding habitat for Forest Interior Dwelling Species of birds and scores a "Good" rating under the State's Green Infrastructure analysis.

3. Water Resources in the Potomac Watershed- Tributaries to Chicamuxen Creek that run through the Property will be buffered buffer restrictions. Also, the Property's forests contribute to groundwater recharge and thereby contribute to water quality by moderating flood flow and erosion, trapping and retaining sediment, and providing nutrient removal and pollutant detoxification.

4. Scenic Open Space

The Property is visible from Route 224 and provides a scenic view along this road.

5. Comprehensive Plan

The Deed of Conservation Easement is consistent with the Charles County Comprehensive Plan.

6. 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 November 7, 2005.

Deed of Conservation Easement
CHAPEL POINT, L.L.C.
Exhibit C
Inventory of Existing Structures
Page One of One

1. One barn

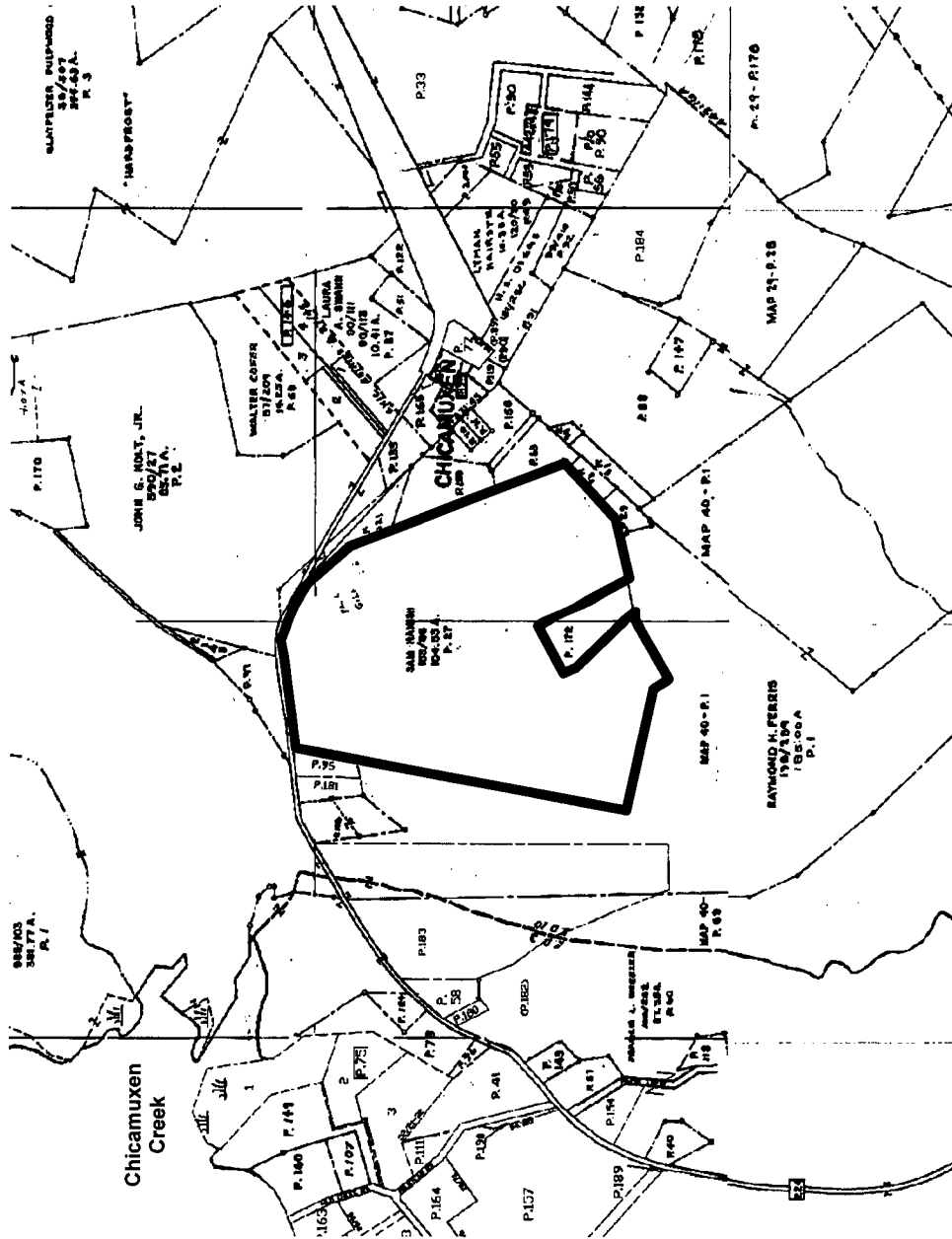
Deed of Conservation Easement
CHAPEL POINT, L.L.C.
Exhibit D
Description of Color Slides and Slide Index Numbers
Page One of One

View of barn	CHAR-CHA-1
View of barn	CHAR-CHA-2
View of barn	CHAR-CHA-3
View of barn	CHAR-CHA-4
View of creek	CHAR-CHA-5
View of creek	CHAR-CHA-6
View of forest	CHAR-CHA-7
View of forest	CHAR-CHA-8
View of forest	CHAR-CHA-9
View of forest	CHAR-CHA-10
View along Route 224	CHAR-CHA-11
View along Route 224	CHAR-CHA-12

Deed of Conservation Easement CHAPEL POINT, L.L.C.

Exhibit F

Tax Map Showing Approximate Location of Property Page One of One



4,000 Feet

2,000

0

1,000

2,000

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

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Form sections 1-11 including: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation