

APPROVED FOR TRANSFER

LIBER 33371 1576

3337/516

Office of the Treasurer
for Charles County

per: Jur Date: 10-5-01

Taxes levied and on record are
not paid; collection not required
as of this date.

Recordation Tax \$ 0

RURAL LEGACY

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 26th day of September, 2001, by and between **CHARLES COUNTY SAND AND GRAVEL COMPANY, INC.** having an address at P.O. Box 548, Waldorf, Maryland 20604 ("Grantor") and the **COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND** a body corporate and politic of the State of Maryland, having an address at P.O. Box 2150, LaPlata, Maryland 20646, ("Grantee").

WITNESSETH

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

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

IMP FD SURF \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
RECORDED OCT 11 2001 11:45
OCT 05 2001 02:16 PM

WHEREAS, Grantor owns in fee simple 166.9928 acres of certain real property ("Property") situate, lying and being in the 8th Election District and described as (1) Rural Legacy Easement "A" containing 155.1910 acres, or 6,760,120 square feet, more or less; and (2) Rural Legacy Easement "B" containing 11.8018 acres or 514,086 square feet, more or less; both as set forth on Boundary Plat For "Rural Legacy" Easements entitled "HOWARD/BEAN TRACT, Property of Charles County Sand and Gravel Co., Inc.", by Loiderman Associates, Inc., dated August 24, 2001 and recorded among the Land Records of Charles County, Maryland in Plat Book 53, folio 273 as more particularly described on Exhibit "A" attached hereto;

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

WHEREAS, the Grantor and the Grantee have identified significant conservation values in Exhibit B and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, environmental, scenic, cultural, and rural, woodland and wetland characteristics of the Property, viable resource-based land use and proper management of tillable

and wooded areas of the Property, and, to the extent hereinafter provided, preventing the use or 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, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Three Hundred Thirty Eight Thousand Nine Hundred Forty Eight Dollars (\$338,948.00) to the Grantor as full monetary consideration for granting this Conservation Easement, and the Grantor and the Grantee agree that, as hereinafter provided, the State of Maryland is a third party beneficiary of this Conservation Easement.

NOW, THEREFORE, in consideration of Three Hundred Thirty Eight Thousand Nine Hundred Forty Eight Dollars (\$338,948.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantor unconditionally and irrevocably hereby grants and conveys unto the Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

The Purpose of this Conservation Easement is to conserve and preserve the significant conservation values in Exhibit B and the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition.

To achieve these objectives, the following Terms are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article V and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and its respective successors and assigns and by the State of Maryland, acting by and through the Rural Legacy Board or the Office of the Attorney General against both the Grantee and the Grantor, and their respective successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or Commercial Activities on the Property

Industrial or commercial activities are prohibited on the Property, including but not limited to slaughter houses, kennels, and flea markets. Agricultural and open space uses are permitted. The sale to the public of Agriculture products produced on the property is permitted.

"Agriculture" is defined as the cultivation and tillage of the soil, production, and harvesting of agricultural crops, production of livestock, production of bees and their products, production of fruit, vegetables, and other horticultural crops, aquaculture, floriculture, orchards, viticulture, and silviculture.

B. Construction and Improvements

No building, facility, means of access or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

1. To construct accessory structures designed, constructed and utilized in connection with the agricultural, and open space uses of the Property (for example, green houses, barns), so long as such structures do not interfere with the Agricultural, forestry, natural and cultural character of the Property;
2. To replace all existing structures and other structures permitted under this Conservation Easement with structures of similar size and purpose;
3. To improve, repair, restore, alter, remodel, and maintain all existing structures and other structures permitted under this Conservation Easement in this Article, so long as such structures remain at similar size and for similar purpose; and
4. Subject to paragraph II.C., to construct and maintain reasonable means of access to all permitted uses and structures on the Property.

There shall be no residential structures permitted on the Property.

The Grantor shall notify the Grantee at least sixty (60) days prior to submitting any required permit applications for said construction to local, state or federal agencies, or if no governmental permits are required, at least sixty (60) days in advance of any work whether for construction or preparatory to construction regarding the location of any accessory structure, the location of any replacement residential structure, if different from the location of the replaced structure, and the location of a new means of access to a residential structure and all such changes shall be subject to the prior written approval of the Grantee.

C. Divisions or Subdivisions of the Property

The Property subjected to this Deed of Conservation Easement may not be divided for any commercial, industrial, or residential purpose. The Property may be divided into two (2) agricultural lots, provided that any resulting lot is greater than or equal to twenty (20) acres.

D. Transferrable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, Grantors hereby grant to Grantee and the Rural Legacy Board all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property. The Grantee and Rural Legacy Board agree that such rights may not be used or transferred to any portion of the Property, or to any other property within the Zekiah Swamp Run Rural Legacy Area.

E. Dumping, Placement or Storage of Materials

No materials may be dumped, placed or stored on the Property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. Notwithstanding the previous sentence, the Grantor may, if otherwise permitted by law, (1) place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for Agricultural use if customarily and regularly done for that type of Agriculture use (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding, and (3) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in paragraph II.B., (4) place materials for wildlife habitat with the approval of Grantee, and (5) place or store materials in the interior of permitted structures, provided, that these materials shall not be placed or stored on wetlands (as described in paragraph II.G.), or within fifty (50) feet of any rivers, streams, creeks, runs or Bay shorelines.

F. Excavation of Materials

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

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted, except for the maintenance of drainage ditches for Agriculture use if customarily and regularly done for that type of Agriculture use. "Wetland" or "wetlands" means portions of the Property defined by any State or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Forest Management

Management and harvesting of all forests on the Property is permitted if done in accordance with applicable laws. All Forest Management Practices (defined below), including but not limited to Harvesting (defined below), shall be in accordance with: 1) all applicable State laws and regulations as they may be amended from time to time, 2) a Forest Stewardship Plan (the "Plan") or a Forest Management Plan prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources that manages the forest for a combination of wildlife habitat, aesthetics, and fiber production, 3) *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland* ("Guidelines"), prepared by the Maryland Department of the Environment, Forest Service, or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future or as they may be amended from time to time. To that end, the property owner shall have a regularly updated Plan which shall include:

- (1) An inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) not already identified in Exhibit B;
- (2) An access plan for the property, including all areas to be managed for forest harvest;
- (3) Erosion Control measures, specifically addressing water bodies and wetland areas;
- (4) Management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, deer wintering areas, steep slopes, and all those features identified in Exhibit B.

The Grantor shall notify the Grantee in writing at least sixty (60) days in advance of any timber harvest activity and comply with the requirements herein prior to conducting any tree harvesting on the Property. Timber harvest operations shall be subject to the prior written approval of the Grantee.

"Forest Management Practices" and "Management" are hereby defined as any activity that is reasonably likely to affect the health of individual trees and other vegetation, including Harvesting.

"Harvesting" is hereby defined as the severing of a tree from its stump.

I. Soil Conservation and Water Quality Plan

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

J. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property except signs not exceeding four (4) feet x four (4) feet for each of the following purposes: (1) to state the name of the Property and the name and address of the occupant; (2) subject to approval of the Grantee, to advertise any home or ancillary occupations consistent with the purposes of this easement; (3) to advertise the Property's sale or rental; (4) to advertise the Agriculture uses of the Property; (5) to prevent trespassing; and (6) to recognize its protection by the Grantee under this Conservation Easement, the Rural Legacy Program and state and local environmental or game laws. All signs must also comply with other applicable laws.

K. Rights of Third Parties to Use the Property

The Grantor may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Conservation Easement unless said right was subordinated to this Conservation Easement.) However, the Grantee may approve a conveyance of a right to use the Property that benefits permitted uses or structures, such as a utility easement, for reasons which the Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibitions.

L. Public Access

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

M. Reserved Rights

If the Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantee for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by the Grantor, the Grantee may, after reasonable notice to the Grantor, exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and
2. Require that the Property be restored promptly to the condition required by this Conservation Easement.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantor is found to have breached any of the Terms under this Conservation Easement, the Grantor shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

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

C. Right of Inspection

The State of Maryland, acting by and through the Rural Legacy Board, the Grantee, and their respective employees and agents have the right, with reasonable notice to the Grantor, 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. The Grantee, its agents and employees shall have the right of access from a public road to the easements over the property of the Grantor. The State of Maryland, acting by and through the Rural Legacy Board, and the Grantee will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

ARTICLE IV. EXHIBITS

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

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists one (4) pages.
- B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of one (1) page.

- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Photos of the Property With Description of Photos and Photo 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, except for the Photo Index which is attached hereto and made a part hereof. Exhibit D consists of six (6) color photos.
- E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices 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.

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

ARTICLE V. MISCELLANEOUS

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

The Grantor shall notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. The Grantor further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is granted, conveyed or otherwise transferred. The Grantor shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on the Grantor

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

C. Notices to the Grantee

Any notices by the Grantor to the Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to the County Commissioners of Charles County, Maryland, having an address at P.O. Box 2150, LaPlata, Maryland 20646 and to such other addresses as the Grantee may establish in writing on notification to the Grantor.

D. Approval of the Grantee

In any case where the terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice. Unless the Grantee's approval is deemed to have been given in accordance with the prior sentence, any approval shall be written. The Grantee will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but their decision shall be final and in their sole discretion. The Grantee will coordinate their review; however, the approval of one Grantee shall in no way be deemed to be the approval of all Grantees, it being the intention that each Grantee has independent authority to disapprove and enforce the easement.

E. Assignment By the Grantee and Effect of Dissolution of the Grantee

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

F. The Grantee's Hold for Conservation Purposes

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

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

The Grantor and the Grantee agree that the State of Maryland, which has provided necessary funding for acquisition of this Conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Maryland, acting by and through the Rural Legacy Board and the Office of the Attorney General, shall have the right to enforce all of the Terms of this Conservation Easement, against both the Grantee and the Grantor. In addition, this Conservation Easement may only be amended by a written document that is executed by the Grantor and the Grantee, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

H. Effect of the Dissolution of the Rural Legacy Board

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

I. Mortgages and Deeds of Trust

The Grantor and the Grantee agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of the Grantee under this Conservation Easement.

The Grantor has provided a copy of this Conservation Easement to all mortgagees, trustees and beneficiaries of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded in the Land Records of Charles County, Maryland at the time of recording of this Conservation Easement.

J. Condemnation

By acceptance of this Conservation Easement by the Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for agricultural, forestry, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantor and the Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests.

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the State of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation Easement.

L. Effect of Laws and Other Restrictions on the Property

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

M. Entire Agreement and Severability of the Terms

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

N. Successors

The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors and assigns and the above-named Grantee and its successors and assigns.

O. Recordation

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

P. Real Property Taxes

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

Q. Captions

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

R. Authorization


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

TO HAVE AND TO HOLD unto the County Commissioners of Charles County, Maryland, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantor, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

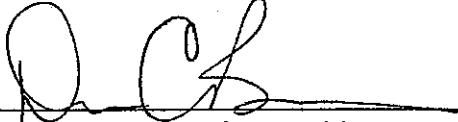
AND said Grantor hereby covenants that it has not done or suffered to be done any act, matter of thing whatsoever, to encumber the property hereby conveyed, that it will warrant specially the Property granted and that it will execute such further assurances of the same as may be requisite.

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

Attest:


Carol Jackson, Assistant Secretary

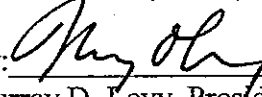
GRANTOR:

Charles County Sand and Gravel Company, Inc.
 (SEAL)
Donna C. Bunn, Vice President

Attest:


Shirley M. Gore, Clerk

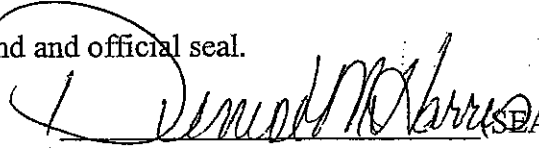
ACCEPTED BY GRANTEE:

County Commissioners of
Charles County, Maryland
By:  (SEAL)
Murray D. Levy, President

State of Maryland, Charles County To Wit:

On this the 26th day of September, 2001, before me, the undersigned officer, personally appeared Donna C. Bunn, who acknowledged herself to be the Vice President of Charles County Sand and Gravel Company, Inc., a corporation, and that she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President.

In witness whereof I hereunto set my hand and official seal.

 (SEAL)
Notary Public Denise M. Harris
My Commission Expires: 6/1/05

State of Maryland, Charles County To Wit:

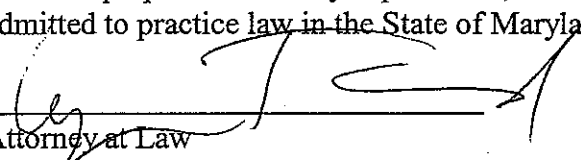
I HEREBY CERTIFY, that on this 26 day of September, 2001, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Murray D. Levy, President of the County Commissioners of Charles County, Maryland, and duly acknowledged the Option Contract to be the act of the said body corporate and politic.

WITNESS my hand and Notarial Seal.

Carolyn M. Schoonover, Notary Public
Charles County
State of Maryland
My Commission Expires Sept. 1, 2002

Carolyn M. Schoonover (SEAL)
Notary Public
My Commission Expires: 9-1-02

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



Attorney at Law

Exhibit A: Boundary Description and Property Reference

Property Owner: Charles County Sand and Gravel Company Inc.
Tax Map: 25, Grids: 2 & 8
Parcel: Part of Parcels 8 and 9

LIBER 333, FOLIO 589

**Description of Part of the Property
In Liber 696 at Folio 99
And Liber 636 Folio 15
7,274,206 Square Feet or
166.9928 Acres of Land
Eighth Election District
Charles County, Maryland**

Easement 'A':

Beginning for the same at a point lying on the eastern right-of-way line of Leonardtown Road, Maryland Route 5, a variable width right-of-way, said point also lying on the northern right-of-way line of Stargazer Place, fifty (50) feet wide, said point further marking the end of the North 09°16'46"East, 37.50 foot plat line as shown on a plat of subdivision entitled "Lots 2,3 & 4, Bean Farm" and recorded among the plat records of Charles County, Maryland in Plat Book 47 at Plat 242; thence departing said point so fixed and binding on a portion of the eastern right-of-way line of said Leonardtown Road 124.96 feet along an arc of a curve to the right, having a radius of 13859.25 feet and a chord bearing and distance of

1. North 02°36'18"East, 124.96 feet; thence
2. North 02°51'48"East, 51.56 feet; thence
3. North 21°43'32"East, 52.58 feet; thence
4. North 02°51'48"East, 49.73 feet; thence
5. North 01°43'03"East, 50.01 feet; thence
6. North 02°51'48"East, 50.00 feet; thence
7. North 04°00'33"East, 50.01 feet; thence
8. North 02°51'48"East, 266.26 feet; thence departing the eastern right-of-way line of said Leonardtown Road and running across, over and through a portion of a parcel of land conveyed by Gary R. Alexander et al to Charles County Sand and Gravel Company, Inc by deed dated January 3, 1980 and recorded among the Land Records of Charles County, Maryland in Liber 696 at Folio 99
9. South 68°03'39"East, 577.04 feet; thence
10. South 09°32'39"East, 122.02 feet; thence
11. North 80°27'21"East, 453.92 feet; thence
12. North 78°24'53"East, 316.03 feet; thence
13. North 42°37'25"West, 145.89 feet; thence
14. North 78°24'53"East, 342.57 feet; thence
15. North 17°30'48"East, 598.35 feet; thence
16. North 24°33'20"West, 1239.46 feet to a point intersecting the southern outline of a parcel of land as shown on a plat entitled "Land of Henry D. Middleton, Jr." and recorded among said plat records in Plat Book 29 at Folio 256; thence binding on a portion of the southern outline of said Middleton lands
17. South 75°42'20"East, 251.62 feet; thence

18. South 76°05'21"East, 592.85 feet; thence
19. South 75°38'53"East, 971.42 feet; thence
20. South 74°59'45"East, 1174.31 feet; thence
21. South 73°54'09"East, 553.86 feet; thence
22. South 26°30'07"East, 95.30 feet; thence
23. South 21°30'53"West, 227.70 feet; thence
24. North 78°50'16"East, 477.72 feet to a point intersecting the Zekiah Swamp; thence running through a portion of the Zekiah Swamp
25. South 25°07'12"West, 148.69 feet; thence
26. South 34°33'36"West, 210.96 feet; thence
27. South 11°47'18"West, 271.08 feet; thence
28. South 26°59'56"West, 324.85 feet; thence
29. South 18°44'51"East, 230.86 feet; thence
30. South 17°56'35"West, 308.73 feet; thence
31. South 39°58'35"West, 177.00 feet; thence
32. South 25°50'12"West, 292.41 feet to a point intersecting the northern outline of a parcel of land conveyed by Gilbert R. Giordano et al to Dewey E. Dick and Shirley F. Dick by deed dated June 25, 1978 and recorded among said land records in Liber 447 at Folio 193; thence departing the Zekiah Swamp and binding on a portion of said Dick lands
33. South 84°36'38"West, 770.21 feet; thence departing the northern outline of said Dick lands and binding on the eastern outline of a parcel of land conveyed by Lise B. Cool to Chauncey D. Wines, Sr. et al by deed dated September 30, 1999 and recorded among said land records in Liber 2906 at Folio 298 and the eastern outline of a parcel of land conveyed by Charles County Sand and Gravel Company, Inc to Richard H. Chaney, Jr. by deed dated May 31, 1985 and recorded among said land records in Liber 1068 at Folio 441
34. North 06°23'22"West, 557.54 feet to a point intersecting the southern outline of Lot 1 as shown on a plat entitled "Lot 1, Bean Farm" and recorded among said plat records in Plat Book 42 at Plat 42; thence binding on a portion of said Lot 1
35. North 83°36'39"East, 206.08 feet; thence
36. North 28°31'33"East, 757.22 feet; thence
37. North 68°21'58"West, 535.52 feet to a point intersecting the northeastern most corner of Lot 2 as shown on a plat entitled "Lots 2,3 & 4, Bean Farm" and recorded among said plat records in Plat Book 47 at Plat 242; thence binding on a portion of said Lot 2
38. South 78°24'53"West, 896.20 feet; thence
39. South 11°35'07"East, 756.97 feet to a point intersecting the northern right-of-way line of Star Gazer Place, fifty (50) feet wide; thence binding on said northern right-of-way line
40. South 83°36'39"West, 296.17 feet; thence
41. North 89°23'02"West, 418.52 feet; thence
42. South 87°35'33"West, 618.86 feet; thence

43. North 89°36'15" West, 462.18 feet; thence
44. North 83°50'25" West, 1022.76 feet; thence
45. North 86°42'16" West, 176.26 feet to the **Point and Place of Beginning**.
Containing 6,760,120 square feet or 155.1910 acres of land, more or less.

Easement 'B':

Beginning for the same at a point lying on the northern outline of Lot 4 as shown on a plat entitled "Lots 1 Thru 4, Land of National Capital Union Presbytery, Inc., A Resubdivision of Parcel "C", Land of Gilbert R. Giordano, etal" and recorded among the Plat Records of Charles County, Maryland in Plat Book 34 at Plat 59, said point also lying distant North 89°50'34" West, 1039.81 feet from the southwestern most corner of a parcel of land conveyed by Lise B. Cool to Chauncey D. Wines, Sr. etal by deed dated September 30, 1999 and recorded among said land records in Liber 2906 at Folio 298; thence departing said point so fixed and running across, over and through a portion of a parcel of land conveyed by Lucille F. Jones and Mary F. Freeman to Charles County Sand and Gravel Company, Inc by deed dated March 2, 1979 and recorded among the Land Records of Charles County, Maryland in Liber 636 at Folio 15

1. North 00°00'55" East, 461.72 feet to a point intersecting the southern right-of-way line of Star Gazer Place, fifty (50) feet wide; thence binding on a portion of the southern right-of-way line of said Star Gazer place
2. North 87°35'33" East, 511.91 feet; thence
3. South 89°23'02" East, 503.73 feet; thence
4. South 73°45'48" East, 103.84 feet; thence
5. South 06°23'21" East, 214.50 feet to a point intersecting the northern outline of said Chauncey D. Wines, Sr. lands; thence binding on the northern and western outlines of said Chauncey D. Wines, Sr. lands
6. South 82°17'31" West, 125.00 feet; thence
7. South 06°23'21" East, 223.07 feet to a point intersecting the northern outline of a parcel of land conveyed by William B. Matthews and Lucy M. Matthews to Domenic Guadagnoli and Liberata Guadagnoli by deed dated December 29, 1976 and recorded among said land records in Liber 483 at Folio 216; thence binding on the northern outline of said Guadagnoli lands
8. North 89°50'34" West, 1039.81 feet to the **Point and Place of Beginning**.
Containing 514,086 square feet or 11.8018 acres of land, more or less for a total of 7,274,206 square feet or 166.9928 acres of land, more or less.

Being a portion of all that piece or parcel of land conveyed by conveyed by Gary R. Alexander etal to Charles County Sand and Gravel Company, Inc by deed dated January 3, 1980 and recorded among the Land Records of Charles County, Maryland in Liber 696 at Folio 99 and a portion of all that parcel of land conveyed by Lucille F. Jones and Mary F. Freeman to Charles County Sand and Gravel Company, Inc by deed dated March 2, 1979 and recorded among the Land Records of Charles County, Maryland in Liber 636 at Folio 15.



NOTES

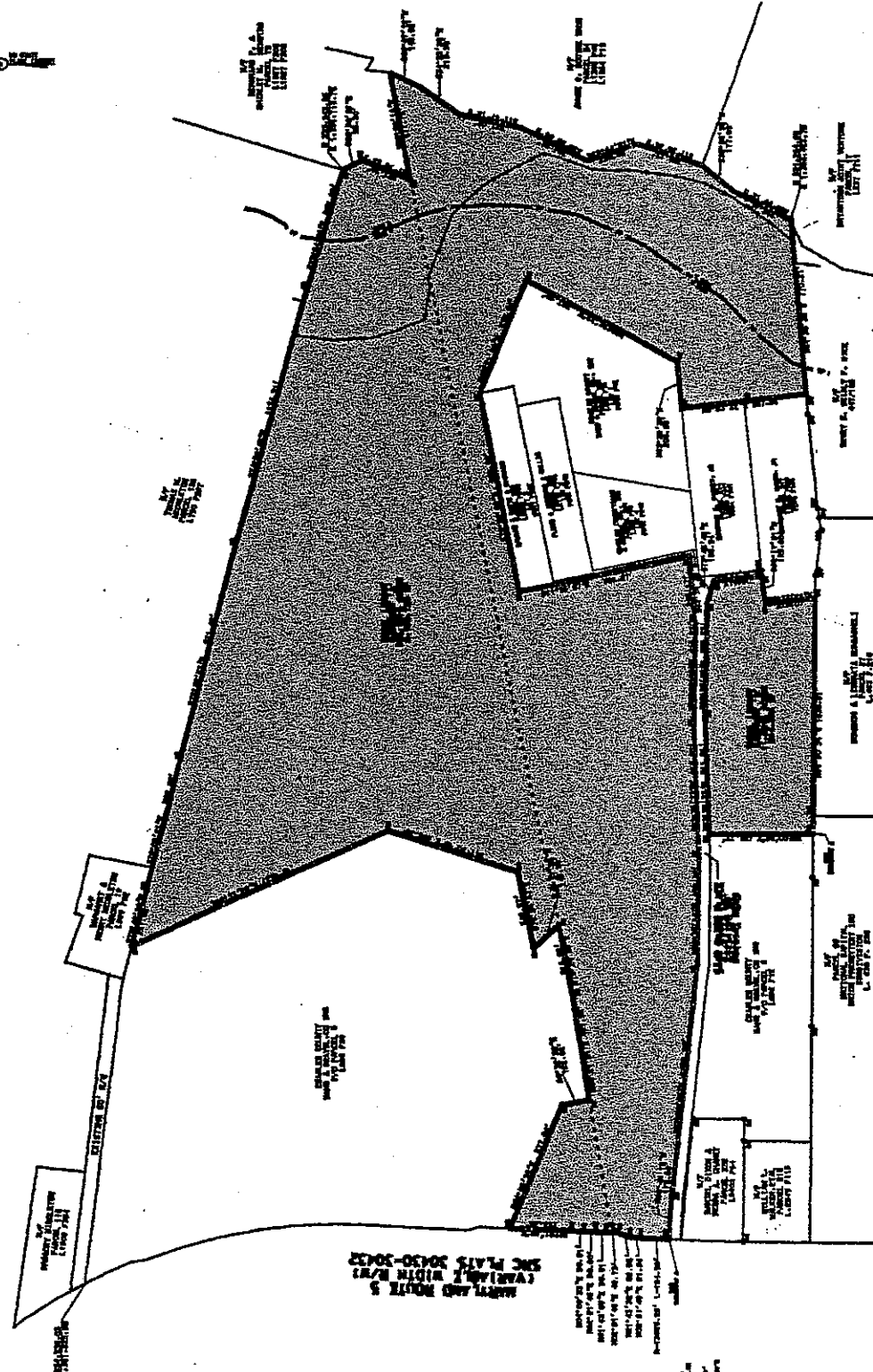
- 1. ALL PROPERTY LINES ARE SHOWN BY THE SURVEY.
- 2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF SEPTEMBER 1974.
- 3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF SEPTEMBER 1974.
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- 9. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF SEPTEMBER 1974.
- 10. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF SEPTEMBER 1974.

SURVEYOR'S CERTIFICATION

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
I, [Name], being a duly licensed Surveyor in and for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original survey filed in my office for record on the 15th day of September, 1974.

BY: [Signature]
[Name], Surveyor

CHAIN FENCE
NEARBY/AS FOUND ON SET
FROM FIVE FEET
PLACED ZONE INVESTIGATION LINE
LINES AND PLOD
PLAT BOOK AND FILE NO.



LOIDERMAN ASSOCIATES, INC.
 04-Digitally Land Planning Land Surveying Environmental Studies
 1500 N. River Street, Suite 100, Memphis, TN 38104
 901-271-1111
 Fax: 901-271-1112
 Email: [Address]

REVISION	DATE	BY	DESCRIPTION
1	09/15/74	[Name]	Initial Survey

BOUNDARY PLAT FOR "RURAL LEGACY" EASEMENTS

HOWARD/BEAN TRACT
 PROPERTY OF CHARLES COUNTY
 SAND AND GRAVEL CO., INC.
 TRACTS, TRACTS 5, PARCELS 5 & 9
 5TH EASTON STREET CHARLES COUNTY, MARYLAND

DATE	11-14-74
SHEET	1
OF 1 SHEETS	
JOB NO.	112-06-50

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Exhibit B: Summary of Conservation Values

Property Owner: Charles County Sand and Gravel Company Inc.

Tax Map: 25

Grids: 2 & 8

Parcel: Part of Parcels 8 and 9

This Rural Legacy Easement area contains several environmentally-sensitive areas in need of conservation. These areas include 100-year floodplains, non-tidal wetlands, intermittent and perennial streams, steep slopes, hydric soils, highly-erodible soils, sensitive plant species, and a Bald Eagle nest in close proximity to the site. The site also contains approximately 96 acres of contiguous forest cover which provides habitat for Forest Interior Dwelling bird Species (FIDS) in addition to providing valuable forest habitat for native wildlife.

As the Zekiah Swamp is a Nontidal Wetland of Special State Concern, protection of the tributary streams that flow from the Howard Bean Farm into the swamp is of the utmost importance. The majority of the streams and wetlands on the site contain forested buffers, which currently protect the water quality of the swamp by filtering stormwater runoff and reducing erosion and sedimentation. All of the steep slopes on the property are located in forested areas and are currently stabilized and protected by this forest cover.

The forested non-tidal wetlands on the site also provide excellent habitat for sensitive wetland plant and freshwater fish species. The Maryland Department of Natural Resources has identified five (5) species of concern which have been known to occur on the project site. These species are as follows:

	<u>Scientific Name</u>	<u>Common Name</u>	<u>State Status</u>
(plants)	<i>Ludwigia decurrens</i>	Primrose Willow	Rare
	<i>Carex lupuliformis</i>	Hop-like Sedge	Watchlist
	<i>Polygonum robustius</i>	Stout Smartweed	Endangered Extirpated
(fish)	<i>Notropis chalybaeus</i>	Ironcolor Shiner	Highly Rare
	<i>Centrarchus macropterus</i>	Flier	Uncertain

In addition, there is an active Bald Eagle's nest within 1/4-mile of the property within the Zekiah Swamp. The Bald Eagle is currently listed as a Federally threatened species and is endangered in the state of Maryland. Protection of Bald Eagle habitat is essential to its continued success in this region, and, as this is the only nest documented within the Zekiah Swamp, protection of this particular habitat becomes significantly more important.

Exhibit C: Inventory of Existing Structures Within the Rural Legacy Easement Area
Page One of One

Property Owner: Charles County Sand and Gravel Company Inc.

Tax Map: 25

Grids: 2 & 8

Parcel: Part of Parcels 8 and 9

No structures exist on the Property as of the recordation date of this Conservation Easement.

Exhibit D: Photo Index

Page One of One

Property Owner: Charles County Sand and Gravel Company Inc.

Tax Map: 25

Grids: 2 & 8

Parcel: Part of Parcels 8 and 9

Color Photo Number:

1. View looking east on Star Gazer Place showing Star Gazer Place Road, a small crop field and forest.
2. View looking west on Star Gazer place showing Star Gazer place Road and a crop field.
3. View looking east on Star Gazer place showing a crop field.
4. View looking north west showing a crop field and forest.
5. View looking north west from the end of Star Gazer place showing a crop field and forest.
6. View looking north at the end of Star Gazer Place showing a small crop field and forest.