

**Appendix F4.**  
**Glendening Preserve Conservation Easement**  
**Between Anne Arundel County and**  
**the State of Maryland Department of Natural Resources**

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DGS File No. 3808

**Parris N. Glendening Nature Preserve (Jacoby Property)**

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 26<sup>th</sup> day of February, 2002, by and between ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, ("Grantor") having an address at 44 Calvert St., Annapolis, Maryland 21404 and the State of Maryland to the use of the Department of Natural Resources, having an address at 580 Taylor Avenue, Annapolis, Maryland 21401 ("Grantee").

WITNESSETH

WHEREAS, Grantor owns in fee simple 571 acres, more or less, of certain real property (the "Property") situate, lying and being in the 8th Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Waysons Corner Associates, LLC and South County, LLC by Deed dated September 25, 2001 and recorded among the land records of Anne Arundel County, Maryland in Liber 10785, Folio 624;

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;

WHEREAS, Grantor and Grantee recognize the 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, the Grantor has named and dedicated the Property as the Parris N. Glendening Nature Preserve at Jug Bay;

WHEREAS, Grantor and Grantee have a common purpose in conserving the dominant scenic, cultural, rural, historical, archeological, 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 natural 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; and

*[Signature]*  
RECEIVED FOR TRANSFER  
STATE DEPARTMENT OF  
ASSESSMENTS & TAXATION  
FOR ANNE ARUNDEL COUNTY  
WILLIAM E. SMOUSE

NO TAXES NECESSARY

4/10/02 *[Signature]*  
CONTROLLER  
TAX DIVISION

RECORDED FOR RECORD  
ANNE ARUNDEL COUNTY  
02 APR 12 PM 2:27

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WHEREAS, the Grantee, using funds appropriated under the GreenPrint Program, paid the sum of Four Million Three Hundred Twenty Five Thousand (\$4,325,000) as full monetary consideration for the fee simple conveyance of the Property to the Grantor with the requirement that Grantor grant and convey a perpetual conservation easement to Grantee whose purpose is set forth below.

NOW, THEREFORE, in consideration of the facts in the above recitals and the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto 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 preserve and protect the environment of the Property, particularly the tidal and non-tidal wetlands and forested buffer, extensive upland and wetland forest habitat, and rare species habitat, in its present state and except as hereinafter provided, to prevent activities that might damage, compromise, or interfere with the Property's ecological diversity and natural landscape, and to maintain permanently the open-space values of the Property and dominant scenic, cultural, rural, archeological, woodland and wetland character of the Property.

To achieve these objectives, the following terms, 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 other than silviculture and horticulture 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 lease of the Property; (3) to advertise the naturalistic uses of the Property; (4) to commemorate the history of the Property, its recognition under state or federal historical registers; (5) to recognize the Property's protection under this Conservation Easement; (6) to recognize the Property's protection under state and local environmental or game laws; or (7) to prohibit trespassing on the Property; provided that no sign or billboard on the Property shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed at least one hundred (100) feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

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222-7835  
Fax

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, 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 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 combating erosion or flooding or (2) for the construction and/or maintenance of permitted structures, means of access (subject to location approval by Grantee) and wildlife habitat.

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

F. No building, facility, 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 naturalistic uses of the Property;

(2) To replace, improve, repair, restore, alter, remodel, and maintain structures permitted under this Conservation Easement; and

(3) To construct and maintain reasonable means of access to all permitted uses and structures.

Grantor shall notify Grantees at least ninety (90) days in advance of any work whether for construction or preparatory to construction for the location of any structure permitted under this Conservation Easement and the location of any new means of access permitted under this Conservation Easement to any structure, all of which shall be subject to the prior written approval of Grantee.

G. There shall be no residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes, seasonal cabins) on the Property.

H. Division of the Property into more than the existing four (4) parcels of land, for any purpose is prohibited, and for the purposes of this Conservation Easement the existing parcels shall be considered as a single parcel. Grantor covenants and agrees that the Property shall remain in common ownership and shall only be conveyed as if it were an undivided single parcel. However, the Grantee may approve the division of the Property for specific reasons, which the Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

I. Grantor shall establish, using native plants, and maintain a vegetative buffer strip along all creeks and streams on the Property. The minimum width of the buffer strip along all streams shall be three hundred (300) feet and one hundred (100) feet for non-

tidal wetlands except as may be reasonably necessary for (1) erosion control; (2) forest or wildlife management, subject to Grantee's approval; (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 shorelines. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within fifty (50) feet of streams of shorelines.

J. It is the objective and overriding concern of this Conservation Easement to encourage natural growth and regeneration of trees on the Property. There shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs, grasses, or other vegetation ("Vegetation") except for (1) Vegetation that is non-native, invasive, diseased or insect infected; (2) Vegetation that threatens public safety; (3) Vegetation, in full compliance with a Forest Stewardship or Management Plan prepared by a licensed forester and approved by the Maryland Department of Natural Resources, to protect the long term ecological health of the Property or to protect species listed by Maryland or the federal government as endangered or threatened; and (4) Vegetation required to be controlled under federal, state, or local laws.

Forest  
Mgt  
Plan

K. Grantor hereby grants to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible yield of the Property or any other property.

L. 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 tidal and non-tidal wetlands, upland and wetland forest, rare species habitat, water quality, air quality, land/soil stability and productivity, historic character, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Property.

M. Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by Grantor or not prohibited by this Conservation Easement are considered to be consistent with the purpose of this Conservation Easement and require no prior notification or approval, except that, if Grantor believes or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the purpose of this Conservation Easement, Grantor shall notify Grantee at least ninety (90) days in advance 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:

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(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.

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 employees, agents, successors and assigns, have 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 representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

#### ARTICLE IV. PUBLIC ACCESS

A. The granting of this Conservation Easement does not convey to the general public the right to enter the Property for any purpose whatsoever. The Grantor may, in its discretion, allow access to the general public.

B. The Grantor shall be responsible for, and shall defend, indemnify and hold harmless, to the extent of available appropriations and funding, the State of Maryland, Department of Natural Resources and its members, officers, agents, and employees against and from, any and all liability, including reasonable attorney's fees, arising out of any injury or death of any person or damage to any property occurring on the Property unless such injury, death, or damage is due to the negligence of the Grantee.

#### 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 five (5) pages.

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

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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 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 D consists of twenty eight (28) color slides and two (2) pages.

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.

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 notice to Grantor, their rights under this Conservation Easement to any agency of the State of Maryland with assurances that the purposes of this Conservation Easement will be maintained. 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. If Grantee is dissolved and if the terms of the dissolution fail to provide a successor, then the Maryland Board of Public Works, or their successors or assigns, shall appoint an appropriate successor as Grantee; any such successor shall be an agency of the State of Maryland. 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. The assignment of this Conservation Easement to any private or semi-private organization is specifically prohibited under the terms of this Conservation Easement.

B. Grantor agrees for itself, its 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.

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 granting 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.

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E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Department of Natural Resources, the purposes of Section 2-118 of the Natural Resources Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation 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. 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 provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

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

I. The Grantor shall record this instrument for the Grantee in a timely fashion among the land records of Anne Arundel County, Maryland, and the Grantee may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

J. Any notices by Grantor to Grantee pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to the Maryland Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, or to such other address as Grantee may establish in writing on notification to Grantor.

K. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by written notice to Grantee. Such consent 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.

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

And Grantor hereby covenants that it has not done or suffered to be done any act, matter or 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.



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

GRANTOR:  
ANNE ARUNDEL COUNTY,  
MARYLAND

By: *John Brusnighan* (SEAL)  
John Brusnighan  
Chief Administrative Officer for  
Janet S. Owens, County Executive

GRANTEE:  
STATE OF MARYLAND  
DEPARTMENT OF NATURAL  
RESOURCES

By: *Michael J. Nelson* (SEAL)  
Michael J. Nelson  
Assistant Secretary

STATE OF MARYLAND,  
ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of February 2002, before me the subscriber, a Notary Public of the State aforesaid, personally appeared John Brusnighan Chief Administrative Officer for Janet S. Owens, County Executive (or satisfactorily proven) to be the Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

*Janis A. Scall*  
Notary Public  
My Commission Expires: \_\_\_\_\_

JANIS A. SCALL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 14, 2009

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY

BY: *Patricia A. Ryan* 2-25-02

ANNE ARUNDEL COUNTY, MD DATE  
OFFICE OF LAW

STATE OF MARYLAND,  
ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of Feb 2002, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Michael J. Nelson, Assistant Secretary known to me (or satisfactorily proven) to be the Grantee of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Jean M. Supplund  
Notary Public  
My Commission Expires: 9-1-03

I hereby certify that this deed was prepared by or under the supervision of Shaun P.K. Fenlon, an attorney admitted to practice by the Court of Appeals of Maryland.

Shaun P.K. Fenlon  
Shaun P.K. Fenlon

Approved as to legal form and sufficiency this 1 day of February, 2002.  
"Approved" means that the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Shaun P.K. Fenlon  
Shaun P.K. Fenlon  
Assistant Attorney General

**Deed of Conservation Easement  
ANNE ARUNDEL COUNTY, MARYLAND  
Wayson's Corner LLC and South County LLC Property  
Parris N. Glendening Nature Preserve at Jug Bay  
Exhibit B  
Summary of Conservation Values**

- (1) Preservation of a major portion of a large State green infrastructure hub that also borders the Jug Bay Wetlands Sanctuary and links ecological and conservation lands to the north, south, and west.**
- (2) Preservation of the sites of significant wetlands and forested uplands along the Patuxent River.**
- (3) Preservation of rare, threatened, endangered plant species on this site.**
- (4) Protection of approximately 212 acres of wetlands, 197 acres within the 100 year flood plain, 321 acres within the Chesapeake Bay Critical Area, and 213 acres of interior forest.**

Deed of Conservation Easement  
ANNE ARUNDEL COUNTY, MARYLAND  
Wayson's Corner LLC and South County LLC Property  
Parris N. Glendening Nature Preserve at Jug Bay  
Exhibit C  
Inventory of Existing Structures

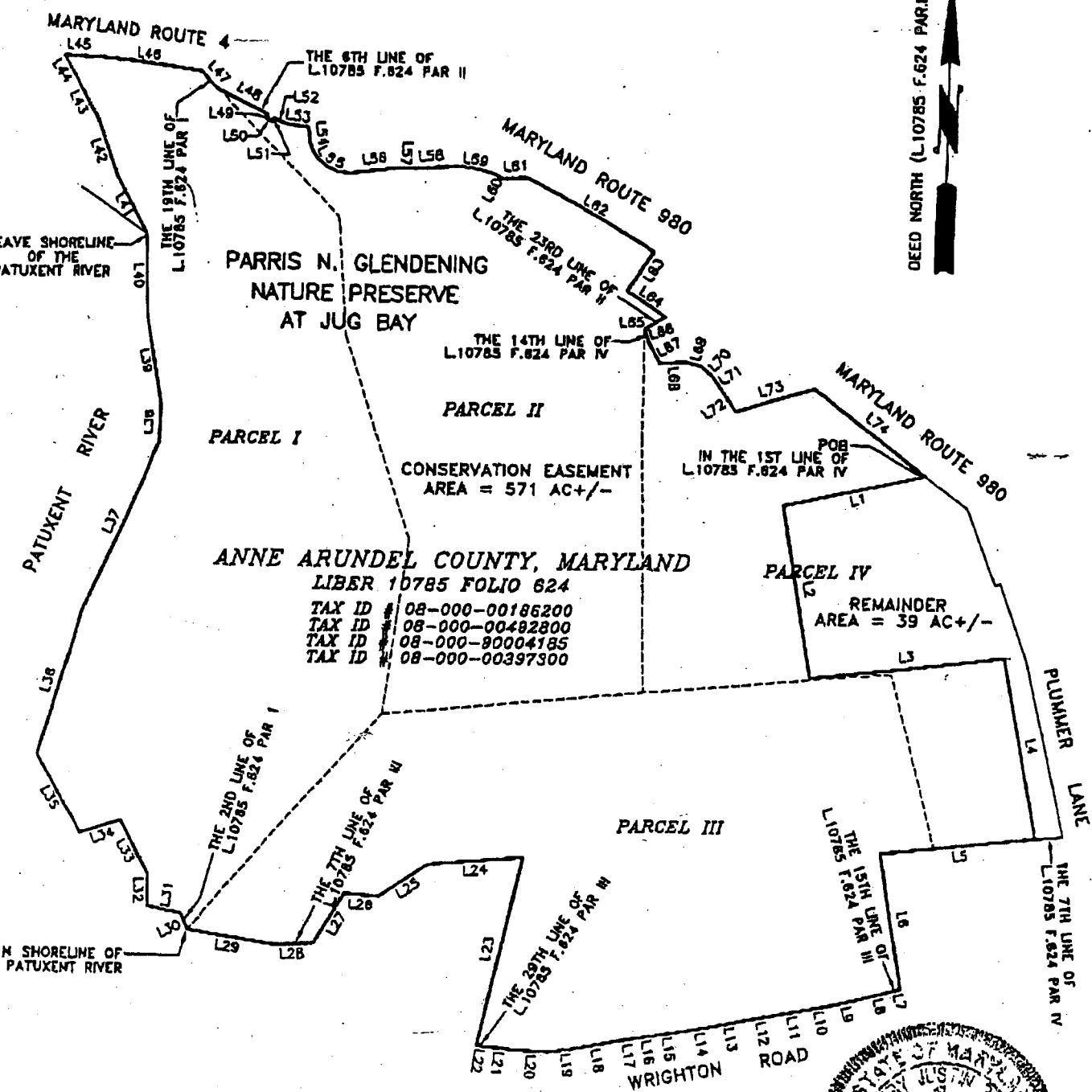
There are no existing structures.

Deed of Conservation Easement  
 ANNE ARUNDEL COUNTY, MARYLAND  
 Wayson's Corner LLC and South County LLC Property  
 Parris N. Glendening Nature Preserve at Jug Bay  
 Exhibit D

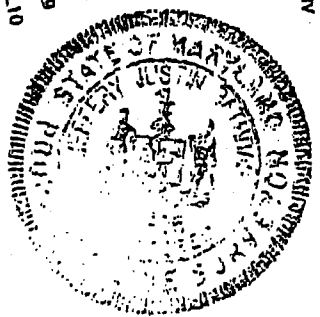
Color Slides of the Property with Description of Slides and Slide Index Numbers

- AA-1 View looking south at western line of the property along the Patuxent River from the Maryland Route 4 bridge.
- AA-2 View looking slightly southeast at western line of the property along the Patuxent River from the Maryland Route 4 bridge.
- AA-3 View looking southeast along Maryland Route 980 (frontage road) from Maryland Route 4 intersection/ramp.
- AA-4 View looking southwest along Maryland Route 980 (frontage road).
- AA-5 View looking southeast along Maryland Route 980 (frontage road).
- AA-6 View looking south into property off Maryland Route 980 (frontage road).
- AA-7 View looking south into marsh area along Maryland Route 980 (frontage road).
- AA-8 View looking southeast along Maryland Route 980 (frontage road).
- AA-9 View looking southeast along Maryland Route 980 (frontage road).
- AA-10 View looking west along property line L1 shown on property plat.
- AA-11 View looking northwest into field behind line L1 shown on property plat.
- AA-12 View looking west along property line L1 shown on property plat.
- AA-13 View looking south along property line L2 shown on property plat.
- AA-14 View looking north along property line L2 shown on property plat.
- AA-15 View looking south along property line L2 shown on property plat.
- AA-16 View looking east along property line L3 from corner of L2 as shown on property plat.
- AA-17 View looking west along property line L3 shown on property plat.
- AA-18 View looking west along property line L3 from corner of L4 as shown on property plat.
- AA-19 View looking south along property line L4 from L3 corner as shown on property plat.
- AA-20 View looking west along property line L5 from L4 corner as shown on property plat.
- AA-21 View looking west along property line L7 shown on property plat.
- AA-22 View looking west from Wrighton Road.
- AA-23 View looking west along Wrighton Road from L10 to L15 on property plat (near old hunting club entrance off Wrighton Road).
- AA-24 View looking west along Wrighton Road from L18 on property plat (near entrance to Jug Bay Wetlands Sanctuary).
- AA-25 View looking west along Wrighton Road from L20 on property plat.
- AA-26 View looking northwest across marsh at Patuxent River from L29 on property plat.
- AA-27 View looking northwest across marsh at Patuxent River from L30 on property plat toward Maryland Route 4.
- AA-28 View looking west across Patuxent River from L29 on property plat.

**Deed of Conservation Easement**  
**ANNE ARUNDEL COUNTY, MARYLAND**  
**Wayson's Corner LLC and South County LLC Property**  
**Parris N. Glendening Nature Preserve at Jug Bay**  
**Exhibit A**  
**Boundary Description and Property Reference**



*J. Bathras* 12/21/01  
**JEFFERY J. BATHRAS** DATE  
 MD. REG. PROPERTY LINE SURVEYOR #506  
 ANNE ARUNDEL COUNTY DPW  
 01 HARRY S. TRUMAN PARKWAY  
 ANNAPOLIS, MARYLAND 21401



DED BY <u>D. BRICE</u> D'D BY <u>D. BRICE</u> DED BY <u>J. BATHRAS</u> DRAWING No. <u>1 OF 2</u>	<b>ANNE ARUNDEL COUNTY</b> <b>DEPARTMENT OF PUBLIC WORKS</b> <b>CONSERVATION EASEMENT</b> PARRIS N. GLENDENING NATURE PSRV. EIGHTH DIST. ANNE ARUNDEL CO., MD.	SCALE <u>1" = 1000'</u> DATE <u>DEC. 2001</u> PROJ. No. _____ APPROVED <i>[Signature]</i> CHIEF: RIGHT-OF-WAY SERVICES	REVISIONS <table border="1"> <tr> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	BY				
DATE	BY								

CONSERVATION EASEMENT  
LINE TABLE

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Course	Bearing	Distance
L1	S 76°49'19" W	918.53'
L2	S 09°51'15" E	1156.28'
L3	N 83°24'52" E	1257.16'
L4	S 11°30'58" E	1233.43'
L5	S 84°18'43" W	1014.27'
L6	S 10°03'36" E	893.80'
L7	S 73°18'48" W	73.53'
L8	S 74°18'37" W	199.22'
L9	S 77°19'17" W	199.81'
L10	S 78°44'29" W	140.37'
L11	S 79°06'56" W	199.97'
L12	S 79°15'32" W	199.97'
L13	S 79°24'08" W	199.96'
L14	S 79°32'40" W	199.70'
L15	S 80°41'28" W	199.99'
L16	S 80°51'51" W	67.90'
L17	S 80°17'24" W	200.12'
L18	S 79°51'22" W	199.36'
L19	S 82°24'27" W	204.16'
L20	N 86°50'25" W	209.11'
L21	N 83°58'21" W	199.64'
L22	N 82°32'49" W	49.67'
L23	N 11°51'09" E	1248.96'
L24	S 85°18'48" W	611.06'
L25	S 55°37'10" W	374.97'
L26	N 86°17'26" W	224.13'
L27	S 30°16'37" W	379.13'
L28	S 87°59'40" W	262.61'
L29	N 80°50'26" W	567.09'
L30	N 24°02'22" W	114.21'
L31	N 79°38'32" W	240.42'
L32	N 00°59'52" W	205.97'
L33	N 28°38'12" W	399.25'
L34	S 71°07'18" W	281.47'
L35	N 30°08'43" W	600.08'
L36	N 16°05'37" E	986.15'
L37	N 23°40'09" E	1235.78'
L38	N 00°35'09" E	252.44'
L39	N 11°01'21" W	580.81'
L40	N 02°23'53" W	523.00'
L41	N 30°08'53" W	432.00'
L42	N 20°48'55" W	391.00'
L43	N 27°58'53" W	309.00'
L44	N 31°13'53" W	167.57'

Course	Bearing	Distance
L45	S 86°55'45" E	177.87'
L46	Rad: 7533.44' Tan: 382.25' Chd: S 84°01'25" E	Arc: 763.85' CA: 5°48'34" 763.52'
L47	S 44°38'57" E	161.43'
L48	S 63°52'31" E	362.70'
L49	S 22°28'55" W	25.64'
L50	S 67°31'05" E	40.00'
L51	N 22°28'55" E	23.09'
L52	S 63°52'31" E	80.16'
L53	S 82°05'32" E	154.99'
L54	S 07°01'54" E	102.49'
L55	Rad: 252.00' Tan: 219.59' Chd: S 54°24'37" E	Arc: 361.26' CA: 82°08'15" 331.11'
L56	N 82°53'54" E	317.89'
L57	S 86°56'54" E	101.12'
L58	N 85°38'21" E	204.92'
L59	Rad: 662.03' Tan: 166.72' Chd: S 80°55'15" E	Arc: 326.64' CA: 28°16'09" 323.34'
L60	S 61°14'14" E	38.56'
L61	N 87°46'10" E	151.58'
L62	Rad: 7533.44' Tan: 474.97' Chd: S 60°38'21" E	Arc: 948.68' CA: 7°12'55" 948.05'
L63	S 32°56'15" W	300.00'
L64	Rad: 7233.44' Tan: 150.07' Chd: S 55°50'30" E	Arc: 300.09' CA: 2°22'37" 300.07'
L65	S 58°00'40" W	153.36'
L66	S 18°01'47" E	99.00'
L67	S 29°31'47" E	152.00'
L68	N 86°58'13" E	165.00'
L69	S 75°31'47" E	99.00'
L70	S 49°01'47" E	99.00'
L71	S 35°31'47" E	99.00'
L72	S 34°31'47" E	177.00'
L73	N 72°38'13" E	520.91'
L74	S 52°11'40" E	915.43'

*Jeffery J. Bathras* 12/21/01  
 JEFFERY J. BATHRAS DATE  
 MD. REG. PROPERTY LINE SURVEYOR #506  
 ANNE ARUNDEL COUNTY DPW  
 91 HARRY S. TRUMAN PARKWAY  
 ANNAPOLIS, MARYLAND 21401



DRAWN BY D. BRICE	ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC WORKS	SCALE NONE	REVISIONS	
		DATE DEC. 2001	DATE	BY
CHECKED BY J. BATHRAS	CONSERVATION EASEMENT	PROJ. No.		
DRAWING No. 2 OF 2	PARRIS N. GLENDENING NATURE PSRV. EIGHTH DIST. ANNE ARUNDEL CO., MD.	APPROVED <i>[Signature]</i>	CHIEF: RIGHT-OF-WAY SERVICES	



**DESCRIPTION OF  
CONSERVATION EASEMENT  
PARRIS N. GLENDENING NATURE PRESERVE AT JUG BAY  
PART OF ANNE ARUNDEL COUNTY, MARYLAND PROPERTY  
LIBER 10785 FOLIO 624**

ALL that piece or parcel of land situate, lying and being in the Eighth Tax District of Anne Arundel County, State of Maryland, and described more particularly as follows, to wit:

**BEGINNING** for the same at a point on the southwesterly side of Maryland Route 980, variable width right-of-way, on and distant South 52 degrees 11 minutes 40 seconds East 915.43 feet from the beginning of the First line of Parcel IV of that land which by deed dated September 25, 2001, was granted and conveyed by South County, L.L.C., and Waysons Corner Associates, L.L.C., to Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 10785 at Folio 624; and thence leaving said First line and running through said Parcel IV the following four courses and distances, with meridian based on the above-mentioned deed, viz:

1. South 76 degrees 49 minutes 19 seconds West 918.53 feet,
2. South 09 degrees 51 minutes 15 seconds East 1,156.28 feet,
3. North 83 degrees 24 minutes 52 seconds East 1,257.16 feet and
4. South 11 degrees 30 minutes 58 seconds East 1,233.43 feet to intersect the Seventh line of the above-mentioned Parcel IV, thence running with and binding on part of said Seventh line and an extension thereof through Parcel III described in the deed mentioned above,
5. South 84 degrees 18 minutes 43 seconds West 1,014.27 feet, thence continuing through said Parcel III,
6. South 10 degrees 03 minutes 36 seconds East 893.80 feet to intersect the Fifteenth line of said Parcel III on the northerly side of Wrighton Road, thence binding on Wrighton Road and said Fifteenth line through the Twenty-ninth line the following sixteen courses and distances, viz:
  7. South 73 degrees 18 minutes 48 seconds West 73.53 feet,
  8. South 74 degrees 18 minutes 37 seconds West 199.22 feet,
  9. South 77 degrees 19 minutes 17 seconds West 199.81 feet,
  10. South 78 degrees 44 minutes 29 seconds West 140.37 feet,
  11. South 79 degrees 06 minutes 56 seconds West 199.97 feet,
  12. South 79 degrees 15 minutes 32 seconds West 199.97 feet,
  13. South 79 degrees 24 minutes 08 seconds West 199.96 feet,
  14. South 79 degrees 32 minutes 40 seconds West 199.70 feet,
  15. South 80 degrees 41 minutes 28 seconds West 199.99 feet,
  16. South 80 degrees 51 minutes 51 seconds West 67.90 feet,
  17. South 80 degrees 17 minutes 24 seconds West 200.12 feet,
  18. South 79 degrees 51 minutes 22 seconds West 199.36 feet,
  19. South 82 degrees 24 minutes 27 seconds West 204.16 feet,
  20. North 86 degrees 50 minutes 25 seconds West 209.11 feet,
  21. North 83 degrees 58 minutes 21 seconds West 199.64 feet and

22. North 82 degrees 32 minutes 49 seconds West 49.67 feet, thence leaving Wrighton Road and running through the above-mentioned Parcel III the following five courses and distances, viz:
23. North 11 degrees 51 minutes 09 seconds East 1,248.96 feet,
24. South 85 degrees 18 minutes 48 seconds West 611.06 feet,
25. South 55 degrees 37 minutes 10 seconds West 374.97 feet,
26. North 86 degrees 17 minutes 26 seconds West 224.13 feet and
27. South 30 degrees 16 minutes 37 seconds West 379.13 feet to intersect the Seventh line of said Parcel III, thence running with and binding on part of said Seventh line and the Eighth line of Parcel III the following two courses and distances, viz:
28. South 87 degrees 59 minutes 40 seconds West 262.61 feet and
29. North 80 degrees 50 minutes 26 seconds West 567.09 feet to the shoreline of the Patuxent River at the beginning of the Second line of Parcel I described in the deed mentioned, thence running with and binding on said shoreline and said Second line through the Twelfth line of Parcel I the following eleven courses and distances, viz:
30. North 24 degrees 02 minutes 22 seconds West 114.21 feet,
31. North 79 degrees 38 minutes 32 seconds West 240.42 feet,
32. North 00 degrees 59 minutes 52 seconds West 205.97 feet,
33. North 28 degrees 38 minutes 12 seconds West 399.25 feet,
34. South 71 degrees 07 minutes 18 seconds West 281.47 feet,
35. North 30 degrees 08 minutes 43 seconds West 600.08 feet,
36. North 16 degrees 05 minutes 37 seconds East 986.15 feet,
37. North 23 degrees 40 minutes 09 seconds East 1,235.78 feet,
38. North 00 degrees 35 minutes 09 seconds East 252.44 feet,
39. North 11 degrees 01 minute 21 seconds West 580.81 feet and
40. North 02 degrees 23 minutes 53 seconds West 523.00 feet to the beginning of Thirteenth line of Parcel I, thence leaving the shoreline of the Patuxent River and running with and binding on said Thirteenth line through the Nineteenth line of said Parcel I the following seven courses and distances, viz:
41. North 30 degrees 08 minutes 53 seconds West 432.00 feet,
42. North 20 degrees 48 minutes 53 seconds West 391.00 feet,
43. North 27 degrees 58 minutes 53 seconds West 309.00 feet,
44. North 31 degrees 13 minutes 53 seconds West 167.57 feet to the southerly side of Maryland Route 4, variable width right-of-way, thence with said right-of-way,
45. South 86 degrees 55 minutes 45 seconds East 177.87 feet,
46. 763.84 feet along the arc of a tangent curve to the right having a radius of 7,533.44 feet and being subtended by a chord bearing South 84 degrees 01 minute 25 seconds East 763.52 feet and
47. South 44 degrees 38 minutes 57 seconds East 161.43 feet to the beginning of the Sixth line of Parcel II described in the deed mentioned above, thence running with and binding on said Sixth line through the Twenty-third line of said Parcel II the following eighteen courses and distances, viz:
48. South 63 degrees 52 minutes 31 seconds East 362.70 feet,
49. South 22 degrees 28 minutes 55 seconds West 25.64 feet,
50. South 67 degrees 31 minutes 05 seconds East 40.00 feet,
51. North 22 degrees 28 minutes 55 seconds East 23.09 feet,

52. South 63 degrees 52 minutes 31 seconds East 80.16 feet,
53. South 82 degrees 05 minutes 32 seconds East 154.99 feet,
54. South 07 degrees 01 minute 54 seconds East 102.49 feet,
55. 361.26 feet along the arc of a tangent curve to the left having a radius of 252.00 feet and being subtended by a chord bearing South 54 degrees 24 minutes 37 seconds East 331.11 feet,
56. North 82 degrees 53 minutes 54 seconds East 317.89 feet,
57. South 86 degrees 56 minutes 54 seconds East 101.12 feet,
58. North 85 degrees 38 minutes 21 seconds East 204.92 feet,
59. 326.64 feet along the arc of a tangent curve to the right having a radius of 662.03 feet and being subtended by a chord bearing South 80 degrees 55 minutes 15 seconds East 323.34 feet,
60. South 61 degrees 14 minutes 14 seconds East 38.56 feet,
61. North 87 degrees 46 minutes 10 seconds East 151.58 feet,
62. 948.68 feet along the arc of a non-tangent curve to the right having a radius of 7,533.44 feet and being subtended by a chord bearing South 60 degrees 38 minutes 21 seconds East 948.05 feet,
63. South 32 degrees 56 minutes 15 seconds West 300.00 feet,
64. 300.09 feet along the arc of a non-tangent curve to the right having a radius of 7,233.44 feet and being subtended by a chord bearing South 55 degrees 50 minutes 30 seconds East 300.07 feet and
65. South 58 degrees 00 minutes 40 seconds West 153.36 feet to the beginning of the Fourteenth line of the aforementioned Parcel IV, thence running with and binding on said Fourteenth line through the Closing line of said Parcel IV the following nine courses and distances, viz:
66. South 18 degrees 01 minute 47 seconds East 99.00 feet,
67. South 29 degrees 31 minutes 47 seconds East 152.00 feet,
68. North 86 degrees 58 minutes 13 seconds East 165.00 feet,
69. South 75 degrees 31 minutes 47 seconds East 99.00 feet,
70. South 49 degrees 01 minute 47 seconds East 99.00 feet,
71. South 35 degrees 31 minutes 47 seconds East 99.00 feet,
72. South 34 degrees 31 minutes 47 seconds East 177.00 feet,
73. North 72 degrees 38 minutes 13 seconds East 520.91 feet and
74. South 52 degrees 11 minutes 40 seconds East 915.43 feet to the point of beginning.

CONTAINING 571 acres of land, more or less, and shown on a plat prepared by the Department of Public Works of Anne Arundel County, Maryland, dated December 2001, entitled "CONSERVATION EASEMENT, PARRIS N. GLENDENING NATURE PRSV.", attached hereto and recorded herewith.

BENG all of Parcel I, all of Parcel II, part of Parcel III and part of Parcel IV of that land which by deed dated September 25, 2001, was granted and conveyed by South County, L.L.C., and Waysons Corner Associates, L.L.C., to Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 10785 at Folio 624.

