

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 4 day of May, 1998, by and between the FREDERICK CHAPTER, IZAAK WALTON LEAGUE OF AMERICA, INC., having an address at Post Office Box 609, Walkersville, Maryland 21793 ("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 and is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1997 Replacement Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS Grantor is an organization which has been established as a land trust which has, as part of its goals and objectives set forth in its By-laws, the conservation and protection of forest land, farm land and wildlife resources in Frederick County, Maryland and the surrounding area through the purchase or other acquisition of real property for preservation purposes;

WHEREAS Grantor owns in fee simple 47.311± acres of certain real property ("Property") situate, lying and being in the 9th Election District of Frederick County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Charles U. Lowe by Deed dated of even date herewith and recorded among the land records of Frederick County, Maryland immediately prior hereto;

WHEREAS as required by the Grant Agreement described in a WHEREAS paragraph below, 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 open-space conservation value of the Property in its present state, as a natural and rural area that has not been subject to development, and have identified significant conservation features in Exhibit B attached hereto;

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

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

WHEREAS Grantor and Grantee (the Maryland Environmental Trust, or "MET") have entered into a Grant Agreement providing for 1) a reimbursable grant from MET to Grantor for purposes of acquiring the Property, and 2) the conveyance of this Conservation Easement to MET, and an unexecuted copy of this Conservation Easement is an exhibit to the Grant Agreement;

WHEREAS this Conservation Easement reserves one residential development right attached to the Property (the "Remaining Development Right") that is subject to the terms of this Conservation Easement and is encumbered by a Mortgage and Security Agreement (the "Mortgage") to MET executed of even date herewith and recorded or to be recorded immediately following hereto.

NOW, THEREFORE, in consideration of the reimbursable grant from MET, the facts stated in the recitals above and the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees, 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 recitals are hereby incorporated herein by reference.

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

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

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or commercial activities other than farming, silviculture and horticulture are prohibited on the Property, except for the sale to the public of agriculture, horticulture or forestry products produced on the Property.

B. Display of billboards, signs or advertisements is prohibited on or over the Property, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the agricultural, horticultural, silvicultural and naturalistic uses of the Property; (4) to advertise the sale of goods or services produced by permitted uses of the Property; or (5) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 25 feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

C. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or 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, horticulture and silviculture 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 combating erosion or flooding, (2) for agriculture, horticulture and silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, means of access and wildlife habitat.

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

F. Management and harvesting of all forests on the Property shall be in accordance with the Guide to Forest Harvest Operations and Best Management

Practices or comparable provisions of any guidelines or regulations which may replace the Guide in the future or as they may be amended from time to time.

G. 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 the agricultural, horticultural, forestry, and naturalistic uses of the Property. Accessory structures designed, constructed and utilized in connection with the traditional recreational and educational activities of the Frederick Chapter of the Izaak Walton League are also permitted, including a trap house, a skeet house, a rifle range shelter, and storage sheds. The construction of buildings (including Chapter houses, nature centers, educational centers, or visitor centers), and other such permanent structures is prohibited. Notwithstanding the previous three sentences, on that portion of the property which Grantor may transfer to an adjacent landowner as permitted in paragraph I. below, and only on that portion, accessory structures designed, constructed, and utilized for the purpose of serving the existing residence of said adjacent landowner are permitted (for example, garage, well house, swimming pool, storage shed, dog kennel).

(2) To replace all structures permitted under this Conservation Easement with structures of similar purpose;

(3) To improve, repair, restore, alter, expand, remodel, and maintain all structures permitted under this Conservation Easement in this Article;

(4) To construct and maintain reasonable means of access to all permitted uses and structures, and to construct and maintain a parking lot area with a permeable surface for the purpose of expanding the existing parking lot on Grantor's adjacent property serving the existing Chapter house on Grantor's adjacent property. The parking lot on the Property shall be adjacent to the existing parking lot on Grantor's adjacent property, and shall not exceed an additional 5,400 square feet.

(5) As provided for in Paragraph II.L. below, Grantor may not use the Remaining Development Right on or off the Property, but MET or someone taking title through MET following a default under the Mortgage may use the Remaining Development Right on the Property.

H. Except as provided for in Paragraph II.L below, residential structures (including for example, but not limited to, principal residences, guest houses, tenant houses, farm manager houses, condominiums, apartments, mobile homes and seasonal cabins) are prohibited on the Property.

I. Division of the Property into two or more parcels of land, for any purpose, is prohibited, except for the transfer of one portion of the Property, not to exceed

four (4) acres, subject to all the provisions of this Conservation Easement, to an adjacent landowner. 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.

J. Grantors shall establish and maintain a vegetative buffer strip along the existing tributary to Bush Creek. The minimum width of the buffer strip along the existing tributary to Creek shall be fifty (50) feet (or larger as required by applicable law) except as may be reasonably necessary for (1) erosion control; (2) forest management, only as provided in paragraph K. below; (3) wildlife management; (4) hunting, fishing, or trapping; or (5) access to the water. Manure and compost shall not be stored within fifty (50) feet of the existing tributary to Bush Creek. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within fifty (50) feet of the existing tributary to Bush Creek.

K. Cutting, removing or harvesting trees in the vegetative buffer strip described in paragraph J. above is prohibited, except that, as a one-time-only harvest, Grantor may selectively harvest certain trees, only with the prior written approval of Grantee, and only under the following conditions: (1) Such harvesting operations shall not occur in the upper portion of the tributary, as shown on the map in Exhibit D; (2) No trees may be cut, removed or harvested within twenty (20) feet of the tributary's edge; (3) There shall be no cutting, removing or harvesting of any tree the root system of which holds or supports the bank or shoreline of the tributary; (4) Trees intended for harvest shall be clearly marked in advance for inspection by Grantee prior to harvest operations; and (5) Removal of cut trees from the vegetative buffer strip shall be done by means of cables and winches, and not by the intrusion of heavy equipment (e.g. skidders) within the vegetative buffer strip.

L. The Remaining Development Right shall not be used on or off the Property by Grantor; provided, that if MET is ever the fee simple owner of the Property or any portion of the Property, or if MET exercises any of its rights under the Mortgage because of a default under the Mortgage, MET or a subsequent owner of the Property or any portion of the Property taking title through MET may use the Remaining Development Right on or off the Property including, but not limited to, the construction of a one-family dwelling on the Property and accessory structures designed, constructed and utilized for the purpose of serving said dwelling. Except for the Remaining Development Right and except as otherwise specifically reserved in this Conservation Easement, Grantor hereby grants to Grantee all other 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 lot yield of the Property or any other property.

M. 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, scenic values, and the natural topographic and open-space character of the Property.

N. 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 conservation purposes of this Conservation Easement and require no prior notification or approval, except that, if Grantors believe or reasonably should believe that the exercise of a reserved right may have a significant adverse effect on the conservation interests associated with the Property, Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

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

(1) institute suits to enjoin any breach or enforce any covenant by ex parte temporary, and/or permanent injunction 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 and agents and its 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. This right of inspection does not include access to the interior of buildings and structures.

ARTICLE IV. PUBLIC ACCESS

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

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 2 pages.
- B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of 1 pages.
- C. Exhibit C: 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 C consists of 68 color slides and 3 pages.
- D. Exhibit D: Map Showing Limits to Tree Harvesting Operations within the Vegetative Buffer Strip is attached hereto and made a part hereof. Exhibit A consists of one 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 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, 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 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, 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 representatives, successors or assigns, shall

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

B. Grantor agrees for itself, its representatives, successors and assigns, to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Grantor, its representatives, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

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

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

E. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this 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. Grantee shall record this instrument in timely fashion in the official records of Frederick County, Maryland, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

I. Grantor and Grantee certify that the Property is not affected by any mortgages or deeds of trust.

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 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 Grantors.

K. In any case where the terms of this Conservation Easement require the consent of Grantee, such consent shall be requested by notice to Grantee. Such consent shall be deemed to have been given unless within fifty-five (55) days after receipt of notice Grantee mails notice to Grantor of disapproval and the reason therefore.

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

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

Grantor:

FREDERICK CHAPTER/
IZAACK WALTON LEAGUE OF AMERICA, INC.

 (SEAL)

Douglas Skidmore
Chapter President

STATE OF MARYLAND, County of Frederick of Frederick, TO WIT:

On this the 4th day of May, 1998, before me, the undersigned officer, personally appeared Douglas Skidmore, who acknowledged himself to be the Chapter President of Frederick Chapter, Izaak Walton League of America, Inc., a corporation, and that he, as such Chapter President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chapter President.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: Dec 1, 2001.

Elaine M. Snyder, Notary Public
Frederick County
State of Maryland

My Commission Expires Dec. 1, 2001

ACCEPTED BY

THE MARYLAND ENVIRONMENTAL
TRUST AS Grantee:



John C. Bernstein
Director

I hereby certify this deed was prepared and reviewed for legal form and sufficiency
by Shaun Fenlon, an attorney admitted to practice by the Court
of Appeals of Maryland.



Assistant Attorney General

Deed of Conservation Easement
Frederick Chapter, Izaak Walton League of America, Inc.
Exhibit B
Summary of Conservation Values

1. Frederick County Comprehensive Plan: This conservation easement is consistent with the Frederick County Comprehensive Plan and the 1993 New Market Region Plan. The long term planning objectives as designated on the 1993 New Market Region Comprehensive Plan show the Property as both Agricultural and Conservation with no major development planned in the area. (Source: Timothy J. Blaser, Principal Planner, Frederick County Department of Planning and Zoning, letter of 4/28/98)
2. Scenic Value: The property is an integral part of the rural scenic landscape of Frederick County visible to the public from Ball Road and Reels Mill Road.
3. Productive Woodland: The property is entirely forested, including mature oak, ash, beech, and poplar trees and mature stands of white pine.
4. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the property adjacent to a seasonal feeder stream to Bush Creek. Buffer strips are consistent with the guidelines recommended by the forestry division of the Department of Natural Resources for contributing to the protection of surface water quality.
5. Maryland Environmental Trust Policy: The conservation values of the property defined above are pursuant to the Conservation Easement Program: Policies of the Maryland Environmental Trust, adopted by the Trust on October 2, 1995.

Deed of Conservation Easement
Frederick Chapter, Izaak Walton League of America, Inc.
Exhibit C
Description of Slides and Slide Index Numbers
Page One of Three Pages

<u>Slide Index No.</u>	<u>Description</u>
FR-IWL-1.	Driveway shared with neighbors, Izaak Walton League (IWL) driveway on right, from 50' below
FR-IWL-2.	Entrance to IWL driveway and parking lot area, from across shared drive
FR-IWL-3.	Parking lot area, on <u>adjacent</u> IWL property
FR-IWL-4.	Start of NW boundary, showing relation to IWL driveway entrance, from across shared drive
FR-IWL-5.	View along NW boundary and Philleo (neighbor) drive from NW corner point
FR-IWL-6.	View E along boundary leading E from drive
FR-IWL-7.	View N up tributary to Bush Creek, at junction of tributary and boundary leading E from drive
FR-IWL-8.	Orange flagged corner post, near old fence post by tributary crossing
FR-IWL-9.	View S along W boundary, behind IWL rifle range bank
FR-IWL-10.	View S along W boundary, behind IWL rifle range bank, 100' further S
FR-IWL-11.	View N, from point N of bulldozed clearing and log/brush pile on adjacent parcel to the S (from a point N of log/brush pile)
FR-IWL-12.	Forest interior - slope on S half of Property
FR-IWL-13.	View of old wood road descending S to Bush Creek from shoulder of hill
FR-IWL-14.	View N of oak forest, from hill across valley to the S
FR-IWL-15.	Blue blazed boundary in oak forest, property on left side (N side)
FR-IWL-16.	Accidental shot
FR-IWL-17.	View NW up swale (valley) in oak forest
FR-IWL-18.	Pine scrub clearing - hilltop above oak forest
FR-IWL-19.	Blue boundary through Bush Creek bottom land (property on left)
FR-IWL-20.	View SE along SE boundary - Bush Creek bottom land
FR-IWL-21.	Mature white pine stands, from W edge low on hill
FR-IWL-22.	Same, higher up the hill
FR-IWL-23.	View uphill, along pink flag boundary on E edge of white pine stands (property on left)
FR-IWL-24.	Notched and labelled pine tree on pink flag boundary, a few yards uphill of 23 (property on left)
FR-IWL-25.	Turtle
FR-IWL-26.	Turtle
FR-IWL-27.	Upper white pine stand, from E edge, looking W or N
FR-IWL-28.	Wood road, view NW (property on left) from a position near 27
FR-IWL-29.	View NW and "Izaak" post, from further up wood road

Deed of Conservation Easement
Frederick Chapter, Izaak Walton League of America, Inc.

Exhibit C

Description of Slides and Slide Index Numbers

Page Two of Three Pages

<u>Slide Index No.</u>	<u>Description</u>
FR-IWL-30.	View W into white pine stand (and deer stand) from "Blumberg" side of "Izaak" post
FR-IWL-31.	Old fence line with locust (?) trees, view N
FR-IWL-32.	Scrub pine clearing, view E from woods trail leading W to adjacent "Diamond In the Rough" (DITR) property
FR-IWL-33.	Woods trail, view W, approximately 50 miles W of 32
FR-IWL-34.	Woods trail, view W, from point further W
FR-IWL-35.	View downhill and N, along old fence line with locust trees, to DITR drive
FR-IWL-36.	Pond on DITR property, from across the driveway
FR-IWL-37.	Pond on DITR property, from across the driveway
FR-IWL-38.	Outflow pipe from DITR pond, headwaters of tributary to Bush Creek
FR-IWL-39.	Polluted standing water, left of outflow
FR-IWL-40.	View downstream of tributary, from 50 yards downstream of outflow
FR-IWL-41.	Flowers and forest floor near outflow
FR-IWL-42.	View down DITR drive, from flagged cornerpost (property on left)
FR-IWL-43.	Same, from point on drive next to cornerpost (property on left)
FR-IWL-44.	View N, from sharp turn in drive (above outflow) (property on left)
FR-IWL-45.	View W, from roadside clearing across drive at 2nd sharp turn (property on left)
FR-IWL-46.	View W, 100 yards further down drive (property on left)
FR-IWL-47.	Bamboo stand, 100 yards further down drive
FR-IWL-48.	Bamboo close-up
FR-IWL-49.	Mound with tires, behind bamboo stand
FR-IWL-50.	View W, from 100 yards further down drive (property on left)
FR-IWL-51.	View W, from 100 yards further down drive (property on left)
FR-IWL-52.	View W, from 100 yards further down drive (property on left)
FR-IWL-53.	View upstream along tributary to Bush Creek, from crossing near cornerpost
FR-IWL-54.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-55.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-56.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-57.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-58.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-59.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-60.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-61.	View upstream along tributary to Bush Creek, from further upstream
FR-IWL-62.	Roots supporting stream bank of tributary to Bush Creek

Deed of Conservation Easement
Frederick Chapter, Izaak Walton League of America, Inc.
Exhibit C
Description of Slides and Slide Index Numbers
Page Three of Three Pages

<u>Slide Index No.</u>	<u>Description</u>
FR-IWL-63.	View S, along old wood road following tributary to Bush Creek, from a point on road near 62
FR-IWL-64.	View S, further S along old wood road following tributary to Bush Creek
FR-IWL-65.	View S, further S along old wood road following tributary to Bush Creek
FR-IWL-66.	View S, further S along old wood road following tributary to Bush Creek
FR-IWL-67.	View S, further S along old wood road following tributary to Bush Creek
FR-IWL-68.	IWL/Frederick chapter house on adjacent property, view from phone pole stack by driveway

EXHIBIT D

Map showing limits to tree harvesting operations within the vegetative buffer strip

One-time harvesting operations are excluded upstream of the midpoint of the intermittent tributary to Bush Creek, per Article II.K.

Pond on adjacent property

Approximate Property boundary

