IN RE: PETITION FOR SPECIAL HEARING S/S Carroll Road, 2800' SW of the c/l Corbett Road (15505 Carroll Road) 10th Election District 3rd Council District Mark G. Midei, et ux Petitioners	*	BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 01-258-SPH

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owners of the subject property, Mark G. and Denise Midei. The Petitioners request a special hearing to approve the subject property as a lot of record under the zoning regulations, pursuant to a deed dated December 2, 1994, which designates the property as a lot of record, containing four parcels. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Denise Midei, co-owner of the subject property, and James S. Patton, Professional Engineer who prepared the site plan for this property. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is an irregular shaped parcel located on the south side of Carroll Road, just west of that road's intersection with Corbett Road in Monkton. The property consists of a gross area of 31.3535 acres, more or less, zoned R.C.2, and is improved with a single family dwelling, as shown on the site plan submitted into evidence as Petitioner's Exhibit 1. The Petitioners purchased the subject property on December 1, 1995, by deed recorded under Liber 11347, Folio 562, a copy of which was submitted at the hearing as Petitioner's Exhibit 3. That deed, however, erroneously identified the subject tract as but a single parcel, when, in fact, there are actually four parcels that make up the overall tract. A prior

deed, dated December 2, 1994, and recorded in the Land Records of Baltimore County at SM 11108, Folio 635, contains a legal description for the four parcels, which are also more particularly described on the site plan. Parcel 1 is shown as a small triangular shaped lot containing 1.15 acres on the west side of the overall tract. Parcel 2 consists of 7.24 acres in area and is improved with the Petitioner's dwelling. Parcel 3 is a 10-acre lot on the east side of the property, and Parcel 4 contains 12.380 acres and is located on the southeast portion of the overall tract. Mr. Patton presented testimony that the overall tract was created as the result of the accumulation of these four parcels into a single holding by a prior owner.

Mr. & Mrs. Midei propose to dedicate their land into the Maryland Environmental Trust (MET). This program provides certain economic incentives for property owners who dedicate lands into the Trust and assure that there will be no future development thereon. It was indicated that the Petitioners would enjoy certain economic advantages to their conveyance if the property was properly shown as containing four parcels, rather than a single tract. Thus, the Petitioners filed the instant Petition.

Based upon the testimony and evidence presented, I am persuaded to grant the Petition for Special Hearing. The grant of the relief will not result in any increase in the overall density of the property. Due to deed restrictions, the size of the parcels, and the R.C.2 zoning classification of the overall tract, it is clear that the property would have five (5) rights of subdivision under the regulations. This number is not being increased or altered. Moreover, the Petitioners do not propose any subdivision; however, wish those rights to be recognized as part of their conveyance into the Trust. These rights are evidenced by the language of the deed from 1994, which was erroneously not included in the subsequent deed dated December 1, 1995. Moreover, the Petitioners presented evidence that their property has actually been accepted into the MET program (see Petitioner's Exhibit 2). Thus, it is clear that the Petition for Special Hearing should be granted to accurately reflect the rights which the Petitioners are surrendering by participating in the Maryland Environmental Trust program.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons set forth herein, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 14th day of February, 2001 that the Petition for Special Hearing to approve the subject property as a lot of record under the zoning regulations, pursuant to a deed dated December 2, 1994, which designates the property as a lot of record, containing four parcels, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

1) The Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

2) Within sixty (60) days of the date of this Order, Petitioners shall record a new deed in the Land Records of Baltimore County incorporating the relief granted herein and the terms and conditions attached thereto.

IT IS FURTHER ORDERED that the relief granted herein in no way increases the amount of density associated with the overall tract. That is, there are only five (5) density units associated with the subject property, one (1) of which is already utilized by the existing dwelling. Therefore, only four (4) density units remain with the overall tract, which will not be utilized by virtue of the property being dedicated to the Maryland Environmental Trust program.

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 2/14/01
By Bjahlmann

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

February 13, 2001

Mr. & Mrs. Mark G. Midei
15505 Carroll Road
Monkton, Maryland 21111

RE: PETITION FOR SPECIAL HEARING
S/S Carroll Road, 2800' SW of the c/l Corbett Road
(15505 Carroll Road)
10th Election District – 3rd Council District
Mark G. Midei, et ux - Petitioners
Case No. 01-258-SPH

Dear Mr. & Mrs. Midei:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Department of Permits and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. James S. Patton
305 W. Chesapeake Avenue, Suite 206, Towson, Md. 21204
People's Counsel; Case File

FLOOD PLAIN

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 15505 Carroll Road
which is presently zoned RC-2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve A

~~the re-parcelization of the subject tract in accordance with the~~ deed dated December 2,1994 ~~and recorded among the land records of Baltimore County in Liber SM 11108 folio 695 as attached hereto and made a part hereof. And such other items which may be presented at the hearing related to this issue.~~ AS A LOT(S) OF RECORD UNDER THE ZONING REGULATIONS.

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

N/A
Name - Type or Print

Signature

Address — Telephone No.

City — State — Zip Code

Attorney For Petitioner:

N/A
Name - Type or Print

Signature

Company

Address — Telephone No.

City — State — Zip Code

Legal Owner(s):

Mark G. Midei
Name - Type or Print

Mark G Midei
Signature

Denise Midei — Denise Begue Midei
Name - Type or Print

Denise Begue Midei
Signature

15505 Carroll Road — (410) 935-2322
Address — Telephone No.

Monkton, — Maryland — 21111
City — State — Zip Code

Representative to be Contacted:

James S. Patton, P.E.
Name

305 W. Chesapeake Ave.,Ste 206 (410) 296-2140 day — 410 960-8280 eve.
Address — Telephone No.

Towson, — Maryland — 21204
City — State — Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By SK Date 12/20/00

ORDER RECEIVED FOR FILING
Date 2/14/01
By

Case No. 01-258-SPH

REV 9/15/98

PATTON
Patton Consultants Ltd.
Engineering & Site Planning

ZONING DESCRIPTION FOR 15505 CARROLL ROAD

Beginning at a point on the south side of Carroll Road which is 50 feet +/- wide at the distance of 2,800 feet +/- southwest of the centerline of the nearest improved intersecting street Corbett Road which is 50 feet +/- wide. As recorded in Deed Liber 11347, Folio 562. Thence by the following courses and distances:

South 19° 35' 39" East	-	1,680.33 feet
South 80° 39' 57" East	-	388.78 feet
South 24° 18' 30" West	-	342.14 feet
South 87° 46' 00" West	-	394.28 feet
North 29° 31' 30" East	-	65.80 feet
North 28° 45' 00" East	-	299.20 feet
North 80° 39' 57" West	-	836.34 feet
North 01° 58' 17" West	-	391.11 feet
North 37° 49' 12" West	-	511.34 feet
North 76° 23' 23" West	-	24.39 feet
North 69° 43' 07" West	-	112.40 feet
North 47° 55' 23" West	-	150.73 feet
North 28° 21' 28" West	-	70.76 feet
North 38° 07' 28" West	-	159.60 feet
North 52° 14' 56" West	-	54.76 feet

Thence along the southern right-of - way of Carroll Road, the following courses and distances:

North 66° 03' 32" East	-	125.12 feet
North 64° 18' 50" East	-	226.08 feet
North 74° 33' 50" East	-	419.76 feet
North 68° 17' 50" East	-	281.67 feet
North 68° 17' 50" East	-	25.02 feet

to the place of Beginning. Containing 30.735 acres of land more or less. Also known as 15505 Carroll Road and located in the 10th Election District, 3rd Councilmanic District.

STATE OF MARYLAND
JAMES STEPHEN PATTON
No. 9493
PROFESSIONAL ENGINEER

305 West Chesapeake Avenue, Suite 206, Towson, Maryland 21204
410-296-2140 Fax 410-296-0419 #258

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 00600

DATE 12/30/02 ACCOUNT R001-6150

AMOUNT $ 50.00

RECEIVED FROM: Mark Mate.

FOR: Zoning Special Hearing

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

Item # 258

PAID RECEIPT
PAYMENT ACTUAL TIME
12/20/2002 12/20/2002 11:57:19
REG USER CASHIER DOWN TOWN OFFICE 8
Date 5 22 ZONING REGISTRATION
Receipt 1 1468 RECEIPT
CR AMT 1.00CR

Receipt Tot 50.00
0.00 CR .00 CR
Baltimore County, Maryland

CASHIER'S VALIDATION

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #01-258-SPH
15505 Carroll Road
S/S Carroll Road, 2800' SW of centerline Corbett Road
10th Election District
3rd Councilmanic Distnct
Legal Owner(s):
Denise & Mark G. Midei
Special Hearing: to approve a deed dated December 2, 1994 as a lot of record under the zoning regulations.
Hearing: Thursday, February 8, 2001 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.
1/249 Jan. 25 C446012

CERTIFICATE OF PUBLICATION

TOWSON, MD, 1/25, 2001

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 1/25, 2001.

S. Wilkinson

THE JEFFERSONIAN,

LEGAL ADVERTISING

6
2/8

CERTIFICATE OF POSTING

RE: Case No 01-258-SPH

Petitioner/Developer MIDEA, ETAL
J. PATTON

Date of Hearing/Closing 2/8/01

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention Ms. Gwendolyn Stephens

Ladies and Gentlemen.

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at #15505 - CARROLL RD.

The sign(s) were posted on 1/22/01
(Month, Day, Year)

Sincerely,

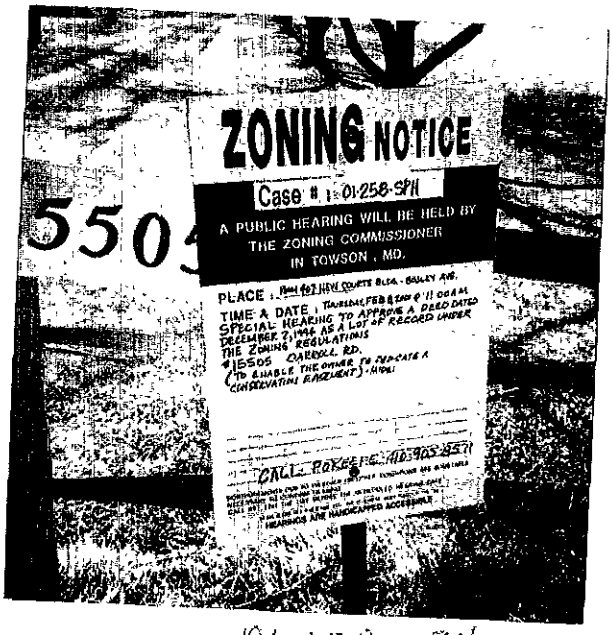
Patrick M. O'Keefe 1/30/01
(Signature of Sign Poster and Date)

PATRICK M. O'KEEFE
(Printed Name)

523 PENNY LANE
(Address)

HUNT VALLEY, MD. 21030
(City, State, Zip Code)

410-666-5366 ; CELL-410-905-8571
(Telephone Number)



#15505 Carroll Rd 01-258-SPH
MIDEA 2/8/01

RE: PETITION FOR SPECIAL HEARING 15505 Carroll Road, S/S Carroll Rd, 2800' SW of c/l Corbett Rd 10th Election District, 3rd Councilmanic	*	BEFORE THE
	*	ZONING COMMISSIONER
	*	FOR
Legal Owner: Mark G. & Denise Midei Petitioner(s)	*	BALTIMORE COUNTY
	*	Case No. 01-258-SPH

* * * * * * * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

FEB - 9

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2001 a copy of the foregoing Entry of Appearance was mailed to James S. Patton, 305 W. Chesapeake Ave., Suite 206, Towson, MD 21204, representative for Petitioners.

Peter Max Zimmerman

PETER MAX ZIMMERMAN

Baltimore County
Department of Permits and
Development Management

Director's Office
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3353
Fax: 410-887-5708

January 10, 2001

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 01-258-SPH
15505 Carroll Road
S/S Carroll Road, 2800' SW of centerline Corbett Road
10th Election District – 3rd Councilmanic District
Legal Owners: Denise & Mark G. Midei

Special Hearing to approve a deed dated December 2, 1994 as a lot of record under the zoning regulations.

HEARING: Thursday, February 8, 2001 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

GDZ

Arnold Jablon
Director

C: Denise & Mark G. Midei, 15505 Carroll Road, Monkton 21111
James S. Patton, PE, 305 W. Chesapeake Avenue, Suite 206, Towson 21204

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WEDNESDAY, FEBRUARY 24, 2001.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Thursday, January 25, 2001 Issue – Jeffersonian

Please forward billing to:
Mark G. & Denise B. Midei
15505 Carroll Road
Monkton MD 21111

410 935-2322

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 01-258-SPH
15505 Carroll Road
S/S Carroll Road, 2800' SW of centerline Corbett Road
10th Election District – 3rd Councilmanic District
Legal Owners: Denise & Mark G. Midei

Special Hearing to approve a deed dated December 2, 1994 as a lot of record under the zoning regulations.

HEARING: Thursday, February 8, 2001 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

Lawrence E. Schmidt
GDZ

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 01-258-SPH

Petitioner: MARK G. MIDEI & DENISE B. MIDEI

Address or Location: 15505 CARROLL ROAD, MONKTON, MD 21111

PLEASE FORWARD ADVERTISING BILL TO:

Name: MARK G. & DENISE B. MIDEI

Address: 15505 CARROLL ROAD,
MONKTON, MD. 21111

Telephone Number: 410-935-2322

Revised 2/20/98 - SCJ

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

February 2, 2001

Denise & Mark G Midei
15505 Carroll Road
Monkton MD 21111

Dear Mr. & Mrs. Midei:

RE: Case Number: 01-258-SPH, 15505 Carroll Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on December 20, 2000.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr.

W. Carl Richards, Jr. GDZ
Supervisor, Zoning Review

WCR: gdz

Enclosures

c: James S Patton PE, 305 W Chesapeake Avenue Suite 206, Towson 21204
People's Counsel

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development Mgmt.

DATE: March 6, 2001

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For January 16, 2001
Item No. 258

The Bureau of Development Plans Review did not receive plans for the subject zoning item.

RWB:HJO:jrb

cc: File

ZAC-1-16-2001-ITEM 258-362001.doc

Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

January 9, 2001

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: Gwen Stephens

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF January 8, 2001

Item No.: See Below

Dear Ms. Stephens:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time, IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

253, 256, 258, 259, 260, 261, 263, 264, 265

REVIEWER: LIEUTENANT HERB TAYLOR, Fire Marshal's Office
PHONE 887-4881, MS-1102F

cc: File

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley AC/RBS

DATE: January 19, 2001

SUBJECT: Zoning Petitions
Zoning Advisory Committee Meeting of January 8, 2001

DEPRM has no comments for the following zoning petitions:

Item #	Address
251	2855 Lodge Farm Road
254	6311 Sherwood Road
255	800 Race Road
257	2005 Security Boulevard
258	15505 Carroll Road
259	10407 Vincent Road
261	1018 Wagner Road
262	15 Hanover Road 10 Westminster Pike
263	9639 Belair Road
265	1678 Bullock Circle

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits and
Development Management

DATE: January 31, 2001

FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

SUBJECT: 15505 Carroll Road

INFORMATION:

Item Number: 01-258

Petitioner: Mark G. Midei

Zoning: RC 2

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning does not object to the re-parcelization of the subject property in accordance with the deed dated December 2, 1994 provided that there is no overall increase in density.

Prepared by: Mark A Cunningham

Section Chief: Jeffrey W. Long

AFK:MAC:

W:\DEVREV\ZAC\01-258.doc

Maryland Department of Transportation
State Highway Administration

Parris N Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 1.10.01

Ms. Ronnay Jackson
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 258 BR

Dear. Ms. Jackson:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

L. J. Gredlein

for Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

DEED NO. 1

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
By 6/28/95
Date

No Consideration
No Transfer Taxes Payable
No Documentary Stamps Required
No Title Search Performed
For Estate Planning Purposes

AGRICULTURAL TRANSFER TAX NOT APPLICABLE
DATE 6/28/95
SIGNATURE

THIS DEED, made this 2nd day of December, 1994, by and between GEORGE C. ROVETI and MARIE CLAIRE ROVETI, his wife, parties of the first part (hereinafter sometimes referred to as the "Grantors") and MARIE CLAIRE ROVETI, party of the second part, and GEORGE C. ROVETI, party of the third part.

WHEREAS, the Grantors desire to convey a one-third (1/3) undivided interest in the hereinafter described real property to MARIE CLAIRE ROVETI, as tenant in common; and

WHEREAS, the Grantors desire to convey the remaining two-thirds (2/3) undivided interest in the hereinafter described real property to GEORGE C. ROVETI, as tenant in common.

WITNESSETH, that for no consideration, GEORGE C. ROVETI and MARIE CLAIRE ROVETI, his wife, do hereby grant and convey:

1. Unto MARIE CLAIRE ROVETI, her personal representatives and assigns, in fee simple, an undivided one-third (1/3) interest, as tenant in common, and

2. Unto GEORGE C. ROVETI, his personal representatives and assigns, in fee simple, the remaining undivided two-thirds (2/3) interest, as tenant in common

in all those lots of ground situate, lying, and being in Baltimore County, Maryland, and described as follows, that is to say:

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Sec. 33-139
Authorized Signature
6/28/95

PARCEL NO. 1

BEGINNING for the first thereof at a point on the south side of Carroll Road (formerly called Manor Road), said point of beginning being at the end of the twelfth or north 1-3/4 degrees west 47.8 perches line of the first parcel of land which by Deed dated November 19, 1953 and recorded among the Land Records

ORDER RECEIVED FOR FILING
Date 7/14/95
By

LAW OFFICES
SMITH, SOMERVILLE & CASE
BALTIMORE, MARYLAND

of Baltimore County in Liber G.L.B. No. 2392, folio 124, was conveyed by Anne C. Green, unmarried, to Arthur D. Preece, unmarried; running thence and binding on the south side of Carroll Road and on the thirteenth and part of the fourteenth lines in the aforesaid Deed, as now surveyed, the two following courses and distances: south 74 degrees 33 minutes 50 seconds West 419.76 feet and south 64 degrees 18 minutes 50 seconds West 301.84 feet; thence leaving the south side of the aforesaid Carroll Road and running for a line of division, south 42 degrees 28 minutes 30 seconds east 1046.04 feet to intersect the first or south 03 degrees 30 seconds west 38.3 perches line of the second parcel of land in a Deed from Green to Preece; running thence and binding on part of the aforesaid first line of the second parcel, as now surveyed, north 01 degree 41 minutes 50 seconds west 225.65 feet to the beginning thereof; running thence and binding on the twelfth line of the first parcel in the aforesaid Deed, as now surveyed, north 01 degree 41 minutes 50 seconds west 788.70 feet to the place of beginning. Containing 8.213 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM, however, all that portion of the above property described in a Deed dated May 9, 1957 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3159, folio 102, from Arthur D. Preece to Manor Farms, Inc., said outconveyance being more particularly described as follows:

BEGINNING for the same at a point on the south side of Carroll Road in the fourteenth line of the first parcel of land which by Deed dated November 19, 1953 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2392, folio 124, was conveyed by Anne C. Green, unmarried, to Arthur D. Preece, unmarried; said point of beginning being 301.84 feet from the beginning of said fourteenth line, running thence and binding reversely on part of the aforesaid fourteenth line and on the south side of Carroll Road, north 64 degrees 18 minutes 50 seconds east 75.76 feet, thence leaving the south side of Carroll Road and the fourteenth line in the aforesaid Deed and running for lines of division, the two following courses and distances: south 41 degrees 03 minutes 10 seconds east 199.12 feet to a white oak tree, thence south 37 degrees 49 minutes 12 seconds east 827.95 feet to intersect the first or south 03 degrees 30 minutes west 38.3 perch line of the second parcel of the aforesaid Deed, thence leaving the aforesaid first line and running reversely on the third

line of the exception as described in Deed from Arthur D. Preece, unmarried, to Manor Farms, Inc., dated November 8, 1955 and recorded among said Land Records in Liber G.L.B. No. 2815, folio 441, north 42 degrees 28 minutes 30 seconds west 1046.04 feet to the place of beginning. Containing 0.973 of an acre of land.

PARCEL NO. 2

BEGINNING for the second thereof at the white oak at the end of the nineteenth or south 37 degrees 50 minutes 47 seconds east 199.12 foot line of land which by Deed dated February 4, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4105, folio 241, was conveyed by Manor Farms, Inc. to B. D. Laboratories, Inc.; running thence and binding reversely on the aforesaid nineteenth line, north 37 degrees 50 minutes 47 seconds west 199.12 feet to the south side of Carroll Road; running thence and binding on the south side of Carroll Road and reversely on part of the eighteenth line of the aforesaid Deed, south 66 degrees 03 minutes 32 seconds west 125.12 feet; thence leaving the south side of Carroll Road and running for lines of division and binding on the north bank of a stream, as now located, the six following courses and distances, viz: (1) south 52 degrees 14 minutes 56 seconds east 54.76 feet; (2) south 38 degrees 07 minutes 28 seconds east 159.60 feet; (3) south 28 degrees 21 minutes 28 seconds east 70.76 feet; (4) south 47 degrees 55 minutes 23 seconds east 150.73 feet; (5) south 69 degrees 43 minutes 07 seconds east 112.40 feet; (6) south 76 degrees 23 minutes 23 seconds east 24.39 feet to intersect the twentieth line of the aforesaid Deed; and running thence and binding reversely on part of the aforesaid twentieth line, north 34 degrees 36 minutes 49 seconds west 316.61 feet to the place of beginning. Containing 1.115 acres of land, more or less.

PARCELS NOS. 1 AND 2 BEING all of the property which by Deed dated November 10, 1969 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5051, folio 677, was granted and conveyed by Rudiger Breitenecker and Robin J. Breitenecker, his wife, to George C. Roveti and Maria Claire Roveti, his wife, the Grantors herein.

PARCEL NO. 3

BEGINNING for the same at a point on the south right of way line of Carroll Road, as now widened, said point being located North 67 degrees 25 minutes 50

seconds East 274.95 feet reversely along the fourth or South 68 degrees West 56-1/2 perch line of the second parcel of land which by deed dated July 28, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2532, Folio 21, was conveyed by William R. German and Virginia L. German, his wife, to Edward J. Wojciechowski and Lorraine M. Wojciechowski, his wife, and South 19 degrees 35 minutes 39 seconds East 25.62 feet, thence leaving Carroll Road and running for a line of division parallel to and 25 feet southwesterly, measured at right angles from the last or North 19 degrees, 35 minutes, 39 seconds West 1680.33 feet line of the land which by deed dated April 29, 1968, and recorded among the Land Records of Baltimore County in Liber O.T.G. 4869, Folio 726, was conveyed by Bonnie Brook Farms, Inc. to John Franzone and Madelaine D. Franzone, his wife, as now surveyed, South 19 degrees, 35 minutes, 39 seconds East 1045.81 feet, running thence for another line of division South 79 degrees, 14 minutes, 29 seconds West 588.66 feet to the beginning of the fourth or North 1 degree 41 minutes, 50 seconds West 225.65 feet line of the first parcel of land which by deed dated November 10, 1969, and recorded among the Land Records of Baltimore County in Liber O.T.G. 5051, Folio 677 was conveyed by Rodiger Breitenecker and Robin J. Breitenecker, his wife, to George C. Roveti and Marie Claire Roveti, his wife, running thence and binding on the fourth and part of the fifth line of the last mentioned deed, as now surveyed, North 1 degree, 58 minutes, 17 seconds West, a total distance in all of 991.57 feet to the South right of way line of Carroll Road as now widened, running thence and binding thereon North 68 degrees, 17 minutes, 50 seconds East 281.67 feet, to the place of beginning. Containing 10.000 acres of land more or less.

TOGETHER with the right of ingress and egress through, over, under, and across all that strip of land lying between the south right of way line of Carroll Road as set forth and established in the above described parcel and the southerly edge of Carroll Road as now paved.

No SUBDIVISION

SUBJECT to the restrictions, conditions, covenants, and agreements fully set forth in a deed from Bonnie Brook, Inc. to Asten, Inc., and recorded among the Land Records of Baltimore County in Liber O.T.G. 4869, Folio 712.

BEING the same property which by Deed dated September 29, 1972 and recorded among the Land Records

for Baltimore County in Liber E.H.K., Jr. No. 5304, folio 527, was granted and conveyed by Bonnie Brook Farms, Inc. to George C. Roveti and Marie Claire Roveti, his wife, the Grantors herein.

date?

PARCEL NO. 4

BEGINNING for the same at a point on the south side of Carroll Road as now widened at the beginning of the land which by deed dated September 29, 1972 and recorded among the Land Records of Baltimore County in Liber EHK, Jr. 5304, folio 527 was conveyed by Bonnie Brook Farms, Inc. to George C. Roveti and wife thence leaving Carroll Road and binding on the first and second lines in the aforesaid deed the two following courses and distances: (1) South 19 degrees 35 minutes 39 seconds East 1045.81 feet; and (2) South 798 degrees 14 minutes 29 seconds West 588.66 feet running thence and binding on the 21st, 22nd, 23rd, and part of the 24th lines of the land which by deed dated February 4, 1963 and recorded among the Land Records of Baltimore County in Liber RRG 4105, folio 240 was conveyed by Manor Farms, Inc. to B & D Laboratories, Inc. and reversely on the 18th, 17th, 16th, and part of the 15th lines of the land which by deed dated April 29, 1968 and recorded among the Land Records of Baltimore County in Liber OTG 4869, folio 722 was conveyed by Asten, Inc. to Bonnie Brook Farms, Inc. the four following courses and distances: (1) South 1 degree 58 minutes 17 seconds East 413.89 feet; (2) South 80 degrees 39 minutes 57 seconds East 836.34 feet; (3) South 28 degrees 45 minutes 00 seconds West 299.20 feet; and (4) South 29 degrees 31 minutes 30 seconds West 65.80 feet running thence for lines of division and through the lands of the Grantor the two following courses and distances: (1) North 87 degrees 46 minutes 00 seconds East 394.28 feet; and (2) North 24 degrees 18 minutes 30 seconds East 342.14 feet to the beginning of the 21st or North 80 degrees 39 minutes 57 seconds West 388.78 feet line of the land which by deed dated April 29, 1968 and recorded among the Land Records of Baltimore County in Liber OTG 4869, folio 726 was conveyed by Bonnie Brook Farms, Inc. to John Franzone and wife running thence and binding on the 21st and 22nd or last line in said deed the two following courses and distances: (1) North 80 degrees 39 minutes 57 seconds West 388.78 feet; and (2) North 19 degrees 35 minutes 39 seconds West 1680.33 feet to the south side of Carroll Road as now widened running thence and binding on the south right of way line of Carroll Road as now widened South 68 degrees 17 minutes 50 seconds West 25.02 feet to the place of beginning.

11108.640

CONTAINING 12.380 Acres of land more or less.

TOGETHER with the right of ingress and egress through, over, under and across all that strip of land lying between the south right of way line of Carroll Road as set forth and established in the above described parcel and the southerly edge of Carroll Road as now paved.

BEING the same parcel of ground which by deed dated April 29, 1976 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5628, folio 204, was granted and conveyed by Bonnie Brook Farms, Inc. to George C. Roveti and Marie Claire Roveti, his wife, the Grantors herein.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD, the property above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, advantages, and appurtenances thereto belonging or appertaining, unto and to the proper use and benefit of:

1. MARIE CLAIRE ROVETI, her personal representatives and assigns, in fee simple, as to an undivided one-third (1/3) interest, as tenant in common, and

2. GEORGE C. ROVETI, his personal representatives and assigns, in fee simple, as to the remaining undivided two-thirds (2/3) interest, as tenant in common.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they

11108.641

will execute such other further assurances of the same as may be requisite.

WITNESS the hands and seals of GEORGE C. ROVETI and MARIE CLAIRE ROVETI, his wife, the Grantors.

WITNESS:

Mary C. Diggs

Mary C. Diggs

(SEAL)
GEORGE C. ROVETI

Marie Claire Roveti (SEAL)
MARIE CLAIRE ROVETI

STATE OF MARYLAND :
:
COUNTY OF BALTIMORE :

I HEREBY CERTIFY that on this 2nd day of December, 1994, before me, a Notary Public for the State of Maryland, personally appeared GEORGE C. ROVETI and MARIE CLAIRE ROVETI, his wife, known to me or satisfactorily proven to the persons whose names are subscribed to the within instrument, who signed the same in my presence, and who acknowledged that they executed such instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

MICHAEL JAMES KELLY
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Michael James Kelly
Signature of Notary Public

Michael James Kelly
Name of Notary Public Typed or Printed

My Commission Expires: June 1, 1997

ORDER RECEIVED FOR FILING
Date 12/14/94
By

11108.642

In accordance with Real Property Article Sec. 3-104(f)(1), this is to certify that the aforegoing instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Michael James Kelly

Michael James Kelly
Smith, Somerville & Case
100 Light Street
Baltimore, MD 21202
(301) 727-1164

PLEASE RETURN DEED TO MICHAEL JAMES KELLY AT ABOVE ADDRESS

rovetil.ded/126

ORDER RECEIVED FOR FILING
Date
LAW OFFICES
SMITH-SOMERVILLE
& CASE
BALTIMORE, MARYLAND

State of Maryland
Board of Public Works
Louis L. Goldstein Treasury Building
80 Calvert Street
Annapolis, Md. 21401
410-260-7335
FAX: 410-974-5240

December 20, 2000

Pet No 2

Mr. Jim Highsaw
Maryland Environmental Trust
100 Community Place
Annapolis, Maryland 21401

RE: Secretary's Agenda, Item 8

Dear Mr. Highsaw:

The Board of Public Works, at its meeting of December 20, 2000, approved the above referenced item as presented by your department.

A copy of the item indicating the Board's action is attached for your records.

Sincerely,

Sheila C. McDonald, Esq.
Executive Secretary

SECRETARY'S AGENDA

December 20, 2000

Secretary's Agenda

Contact: John Bernstein 410-514-7900

8. DEPARTMENT OF NATURAL RESOURCES:
Maryland Environmental Trust

The Maryland Environmental Trust requests Board of Public Works approval to ratify the following:

A. Donation of a perpetual conservation easement to the Maryland Environmental Trust by Back Riverside Realty, LLP on its 588 acre property in Baltimore County.

B. Donation of a perpetual conservation easement to the Maryland Environmental Trust by the Murray Family Limited Partnership on its 9.967 acre property in Baltimore County.

C. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Manor Conservancy by Mark and Denise Midei on their 30.735 acre property in Baltimore County.

D. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Conservancy for Charles County by Keystone Associates, LLC on its 40.93 acre property in Charles County.

E. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Conservancy for Charles County by Carl Baldus, Jr. and Barbara Baldus on their 78.345 acre property in Charles County.

F. Donation of a perpetual conservation easement to the Maryland Environmental Trust by the Mt. Victoria Limited Partnership on its 119.4178 acre property in Charles County.

G. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the South County Conservation Trust by the Estate of G. Willis McNew on a 2.79 acre property in Anne Arundel County.

H. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Frank Dimick and Paradise at Long Point, Inc. on their 72.7 acre property in Dorchester County.

I. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Joseph and Kathryn Aquilla on their 46 acre property in Kent County.

J. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by David Greytak on his 51 acre property in Queen Anne's County.

SECRETARY'S AGENDA

December 20, 2000

Secretary's Agenda

8. DEPARTMENT OF NATURAL RESOURCES:
Maryland Environmental Trust (continued)

K. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Emily Durham on her 175.527 acre property in Queen Anne's County.

L. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Stagwell Limited Partnership on its 232 acre property in Queen Anne's County.

M. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Elizabeth Flower on her 299 acre property in Queen Anne's County.

N. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Nicholas Brady on his 660 acre property in Talbot County.

O Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Crosiadore Land Holding LLC on its 84 acre property in Talbot County.

P. Donation of a perpetual conservation easement to the Maryland Environmental Trust and the Eastern Shore Land Conservancy by Gary Dunn on his 19 acre property in Talbot County.

Q Donation of a perpetual conservation easement to the Maryland Environmental Trust by John Hinebaugh on his 81 acre property in Garrett County.

The Assistant Attorney General has reviewed the above deeds for legal form and sufficiency.

The Board of Trustees of the Maryland Environmental Trust has reviewed these easement donation offers and recommends ratification by the Board of Public Works.

(copy enclosed)

Board of Public Works Action: The above referenced item was:

Approved Disapproved Deferred Withdrawn

With Discussion Without Discussion

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 18th day of DECEMBER, 2000, by and between MARK G. MIDEI and DENISE B. MIDEI, having an address at 15505 Carroll Road, Monkton, Maryland 21111 ("Grantors") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 and THE MANOR CONSERVANCY, INC., having an address at Post Office Box 408, Monkton, Maryland 21111 ("Grantees").

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 The Manor Conservancy, Inc. is a not-for-profit tax-exempt organization established to preserve the farmland, historic landmarks and predominantly rural character of the My Lady's Manor National Register Historic District and its environs;

WHEREAS Grantors own in fee simple 30.735 acres, more or less, of certain real property ("Property") situate, lying and being in the Tenth Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased, by Deed dated December 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 11347, Folio 562;

WHEREAS Grantors are 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 Grantees are willing to accept such Conservation Easement;

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

WHEREAS Grantees are individually authorized by the laws of Maryland to accept, hold and administer conservation easements, and possess the authority to accept and are willing to accept this Conservation Easement under the terms and conditions hereinafter described, and are "qualified organizations" within the meaning of Section 170(h)(3) of the Internal Revenue Code;

NOW, THEREFORE, as an absolute gift of no monetary consideration ($0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantors unconditionally and irrevocably hereby grant and convey 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 purpose of this Conservation Easement is to preserve and protect the environment of the Property and to maintain permanently the open-space values of the Property and the dominant scenic, historic, cultural, rural, 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 Grantees against Grantors and their personal representatives, heirs, 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 (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products produced on the Property. In addition, any commercial recreation, if not prohibited above, shall be limited to a de minimis amount.

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; (5) to post the property against trespassing and hunting; or (6) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this conservation easement or state and local environmental or game laws; 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 a reasonable distance 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 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 combatting erosion or flooding, (2) for agriculture and silviculture on the Property, (3) for the construction and/or maintenance of permitted structures, the homesite, 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 for the purpose of serving the existing residence (for example, garage, well house, and swimming pool);

(2) To construct accessory structures designed, constructed and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Property;

(3) To replace all existing structures and other structures permitted under this Conservation Easement with structures of similar purpose. Grantors may re-build the existing primary residence if it is destroyed by fire or other disaster;

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

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

Grantors shall notify Grantees at least ninety (90) days in advance of any work whether for construction or preparatory to construction regarding 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, all of which shall be subject to the prior written approval of Grantees.

H. The total number of 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) on the Property shall never exceed one (1).

I. Division of the Property into more than the existing four (4) parcels of land, for any purpose, is prohibited. However, the Grantees may approve the division of the Property for reasons which the Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. Also, the Grantors covenant and agree that the Property shall only be conveyed as an undivided single parcel of 30.735 acres.

J. Grantors shall establish and maintain a vegetative buffer strip along the tributary of Carroll Branch. The minimum width of the buffer strip along the tributary of Carroll Branch shall be one hundred (100) feet (or larger as required by applicable law), except as may be reasonably necessary for (1) erosion control; (2) forest or wildlife management, subject to approval of Grantees; (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 one hundred (100) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within one hundred (100) feet of streams.

K. Grantors hereby grant to Grantees all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property as it now 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.

L. All rights reserved by Grantors 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 and cultural values, and the natural topographic and open-space character of the Property.

M. Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by Grantors 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, Grantors shall notify Grantees in writing before exercising such right.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Upon any breach of the terms of this Conservation Easement by Grantors, Grantees may, after reasonable notice to Grantors, 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.

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

B. No failure on the part of Grantees 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 Grantees to enforce the same in the event of a subsequent breach or default.

C. Grantees, their employees and agents and their 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 Grantors, their personal representatives, heirs, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. The Grantees shall coordinate inspection visits to the Property and shall coordinate written and oral communications to the Grantors in response to these inspections. This right of inspection does not include access to the interior of buildings and structures.

D. Each Grantee has independent authority to enforce the provisions of this Conservation Easement. In the event that either Grantee does not agree as to whether the Conservation Easement terms are being met, either Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantors, with enforcement actions without the consent of the other Grantee.

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 three (3) pages.

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of two (2) pages.

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 Maryland Environmental Trust and is fully and completely incorporated into this

Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of seventeen (17) color slides and one page.

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

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

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. Grantees may assign, upon prior written notice to Grantors, their 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 Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors, their personal representatives, heirs, successors or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by Grantees of their rights under this Conservation Easement unless Grantees, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

B. Grantors agree for themselves, their personal representatives, heirs, successors and assigns, to notify Grantees 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. Grantees agree 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 Grantees, 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. Grantees shall record this instrument in timely fashion in the official records of Baltimore County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

I. Grantors and Grantees agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantees under this Conservation Easement. Grantors have provided a copy of this Conservation Easement to all mortgagees and trustees of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee and trustee has subordinated the mortgage or deed of trust to this Conservation Easement by signing a subordination clause at the end of this Conservation Easement, which shall be recorded in the land records at the time of recording of the remainder of this Conservation Easement.

J. Any notices by Grantors to Grantees 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 and to The Manor Conservancy, Inc., Post Office Box 408, Monkton, Maryland 21111 or to such other addresses as Grantees may establish in writing on notification to Grantors.

K. In any case where the terms of this Conservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless within ninety (90) days after receipt of notice Grantees mail notice to Grantors of disapproval and the reason therefore.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust and The Manor Conservancy, Inc., their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantors, 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.

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

GRANTORS:

Mark G Midei (SEAL)
Mark G. Midei

Denise Begue Midei (SEAL)
Denise B. Midei

STATE OF MARYLAND, 18th of December, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared MARK G. MIDEI, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

SHERRIE TOWNSHEND NOTARY PUBLIC BALTIMORE COUNTY, MD

Sherrie Townshend

Notary Public
My Commission Expires: 3/1/03

STATE OF MARYLAND, 18th of December, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared DENISE B. MIDEI, known to me (or satisfactorily proven) to be one of the Grantors of the foregoing Deed of Conservation Easement and acknowledged she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

SHERRIE TOWNSHEND NOTARY PUBLIC BALTIMORE COUNTY, MD

Sherrie Townshend

Notary Public
My Commission Expires: 3-1-03

ACCEPTED BY

THE MARYLAND ENVIRONMENTAL TRUST AS GRANTEE:

John Bernstein

John Bernstein, Director

THE MANOR CONSERVANCY, INC.
AS GRANTEE:

James W. Constable, President

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

Approved as to legal form and sufficiency this 26 day of December 2000
"Approved" means that the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

DEED OF TRUST SUBORDINATION

NATIONSBANK N.A., a corporation organized and existing under the law of the State of DELAWARE, the beneficiary under a deed of trust dated April 15, 1999, given by Mark G. Midei and Denise B. Midei and recorded among the Land Records of Baltimore County, Maryland, in Liber 0013698, folio 162, hereby joins in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 20TH day of DECEMBER, 2000.

NATIONSBANK N.A, a corporation organized and existing under the law of the State of DELAWARE.

BANK OF AMERICA N.A. FKA NATIONSBANK N.A.
By: _____ (SEAL)
Name MIKE PARLE
Title ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA: COUNTY OF ORANGE: TO WIT:

I HEREBY CERTIFY that on this 20TH day of DECEMBER, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared MIKE PARLE, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the ASST. VICE PRESIDENT BANK OF AMERICA N.A a corporation organized and existing under the law of DELAWARE, that {she/he} has been duly authorized to execute such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

_____
Notary Public

My commission expires on 5/5/2004.

DEED OF TRUST SUBORDINATION

00:4888 337

ASTORIA FEDERAL MTG CORP, a corporation organized and existing under the law of the State of New York, the beneficiary under a deed of trust dated 4-15-99 given by MARK G. MIDEI AND DENISE B. MIDEI and recorded among the Land Records of Baltimore County, Maryland, in Liber 0013698, folio 152, hereby joins in the execution of this Conservation Easement for the express purpose of subjecting all of its respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, said beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representative, this 20th day of December, 2000.

ASTORIA FEDERAL MTG CORP a corporation organized and existing under the law of the State of New York,

By: Elizabeth Novotny (SEAL)
Name Elizabeth Novotny
Title Assistant Secretary

STATE OF New York: COUNTY OF NASSAU: TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared Elizabeth Novotny, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the Assistant Secretary of Astoria Federal Mtg Corp, a corporation organized and existing under the law of New York, that [she/he] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Donna Rodriguez
Notary Public

My commission expires on 8-14-01.

DONNA RODRIGUEZ
Notary Public, State of New York
No. 41-4954674
Qualified in Queens County
Commission Expires August 14, 2001

L:\FORMS\OAG-DNR-Real Estate\Subordinations\Subordination.short.DofT.benefonly.doc

Exhibit A
Page One

LEGAL DESCRIPTION
15505 Carroll Road

Beginning for the same at a point on the south side of Carroll Road as now widened, said point of beginning being the beginning of the eleventh or last line of the fourth parcel of land conveyed by George C. Roveti to Marie Claire Roveti by deed dated january 31, 1995 and recorded among the Land Records of Baltimore County in Liber 11108, Folio 645, and running thence, leaving Carroll Road and binding reversely on the tenth, ninth, eighth, seventh, sixth, fifth and fourth lines of the aforesaid fourth parcel of land described in said deed, the seven following courses and distances:

1. South 19 degrees, 35 minutes, 39 seconds East 1680.33 feet
2. South 80 degrees, 39 minutes, 57 seconds East, 388.78 feet,
3. South 24 degrees, 18 minutes, 30 seconds West, 342.14 feet,
4. South 87 degrees, 46 minutes, 00 seconds West, 394.28 feet,
5. North 29 degrees, 31 minutes, 30 seconds East, 65.80 feet,
6. North 28 degrees, 45 minutes, 00 seconds East, 299.20 feet,
7. North 80 degrees, 39 minutes, 57 seconds West, 836.34 feet, and running thence, binding reversely on part of the third line of the aforesaid fourth parcel of land described in said deed,

North 01 degrees 58 minutes, 17 seconds West, 391.11 feet to the end of the third line of the Saving and Excepting parcel of land described in said deed, and running thence, binding reversely on part of the third line of the aforesaid Saving and Excepting parcel of land described in said deed,

North 37 degrees, 49 minutes, 12 seconds West, 511.34 feet to the end of the eighth line of the second parcel of land described in said deed, and running thence, binding reversely on the eighth, seventh, sixth, fifth, fourth and third lines of the aforesaid second parcel of land described in said deed, the six following courses and distances:

1. North 76 degrees, 23 minutes, 23 seconds West, 24.39 feet,
2. North 69 degrees, 43 minutes, 07 seconds West, 112.40 feet,

Exhibit A
Page Two

3. North 47 degrees, 55 minutes, 23 seconds West, 150.73 feet,
4. North 28 degrees, 21 minutes, 28 seconds West, 70.76 feet,
5. North 38 degrees, 07 minutes, 28 seconds West, 159.60 feet,
6. North 52 degrees, 14 minutes, 56 seconds West, 54.76 feet, to the south side of the aforesaid Carroll Road there situate, and running thence, binding reversely on the second line of the aforesaid second parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 66 degrees, 03 minutes, 32 seconds East, 125.12 feet, and running thence, binding reversely on part of the second line of the first parcel of land described in said deed to the beginning thereof and on the south side of the aforesaid Carroll Road there situate,

North 64 degrees, 18 minutes, 50 seconds East, 226.08 feet, and running thence, binding reversely on the first line of the first parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 74 degrees, 33 minutes, 50 seconds East, 419.76 feet, and running thence, binding on the fourth or last line of the third parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 281.67 feet and running thence, binding reversely on the eleventh or last line of the aforesaid fourth parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 25.02 feet to the place of beginning.

Containing 30.735 Acres of Land more or less.

Together with the right of ingress and egress through, over, under and across all that strip of land lying between the south right of way line of the aforesaid Carroll Road as set forth and established in the above described parcel of land and the southerly edge of the aforesaid Carroll Road as now paved.

Exhibit A
Page Three

Subject to the restrictions, conditions, covenants and agreements fully set forth in a deed from Bonnie Brook, Inc. To Aston, Inc. and recorded among the Land Records of Baltimore County in Liber O.T.G. 4869, Folio 712.

BEING the same property which by Deed dated December 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 11347, Folio 562 was conveyed by George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased, to Mark G. Midei and Denise B. Midei, his wife.

Deed of Conservation Easement
Mark G. Midei and Denise B. Midei
Exhibit B
Summary of Conservation Values
Page One

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

1. Master Plan: This Conservation Easement is consistent with and supports the land use policy of the Baltimore County Master Plan, adopted in 1990 by the Baltimore County Planning Board.

   The Property lies within an Agricultural Protection Area. County goals for Agricultural Protection Areas include:

   (a) Preserving agriculture and other resource conservation areas in Baltimore County is important for present and potential production of food and other crops, economic diversity, maintenance of environmental quality, open space protection, cultural site protection, and general quality of life. The County reaffirms its public policy to support the retention of a viable agricultural industry, and the protection of resource conservation areas.

   (b) It is the policy of Baltimore County to improve the quality of its environment by preserving rare and significant species habitat, anadromous fish habitat, tidal and non-tidal wetland habitat, in-stream riparian habitat, and upland forest habitat.

   (c) Areas of historical agricultural significance should be maintained in permanent agricultural preservation.

   (d) Promote the utilization of the Maryland Environmental Trust to acquire or accept easements on agricultural or open space land.

2. Area of Critical State Concern: The Property lies within the Gunpowder Falls watershed which was designated an Area of Critical State Concern for Baltimore County in 1977 by the Baltimore County Planning Board. Significant Critical Areas relating to Gunpowder Falls are steep slopes, trout waters, floodplain areas, and prime agriculture, forestry, and wildlife lands.
   (Source: Designation of Areas of Critical State Concern within Baltimore County, Baltimore County Planning Board, 1977).

3. Protection of Farmland and Woodland: The Property includes about 28 acres of productive farmland and woodland.

4. Scenic Value: The Property is an integral part of the rural scenic landscape of Baltimore County visible to the public from Carroll Road.

5. Vegetative Buffer Strip: A vegetative buffer strip is required to be maintained on the Property adjacent to the tributary of Carroll Branch. Buffer strip standards 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.

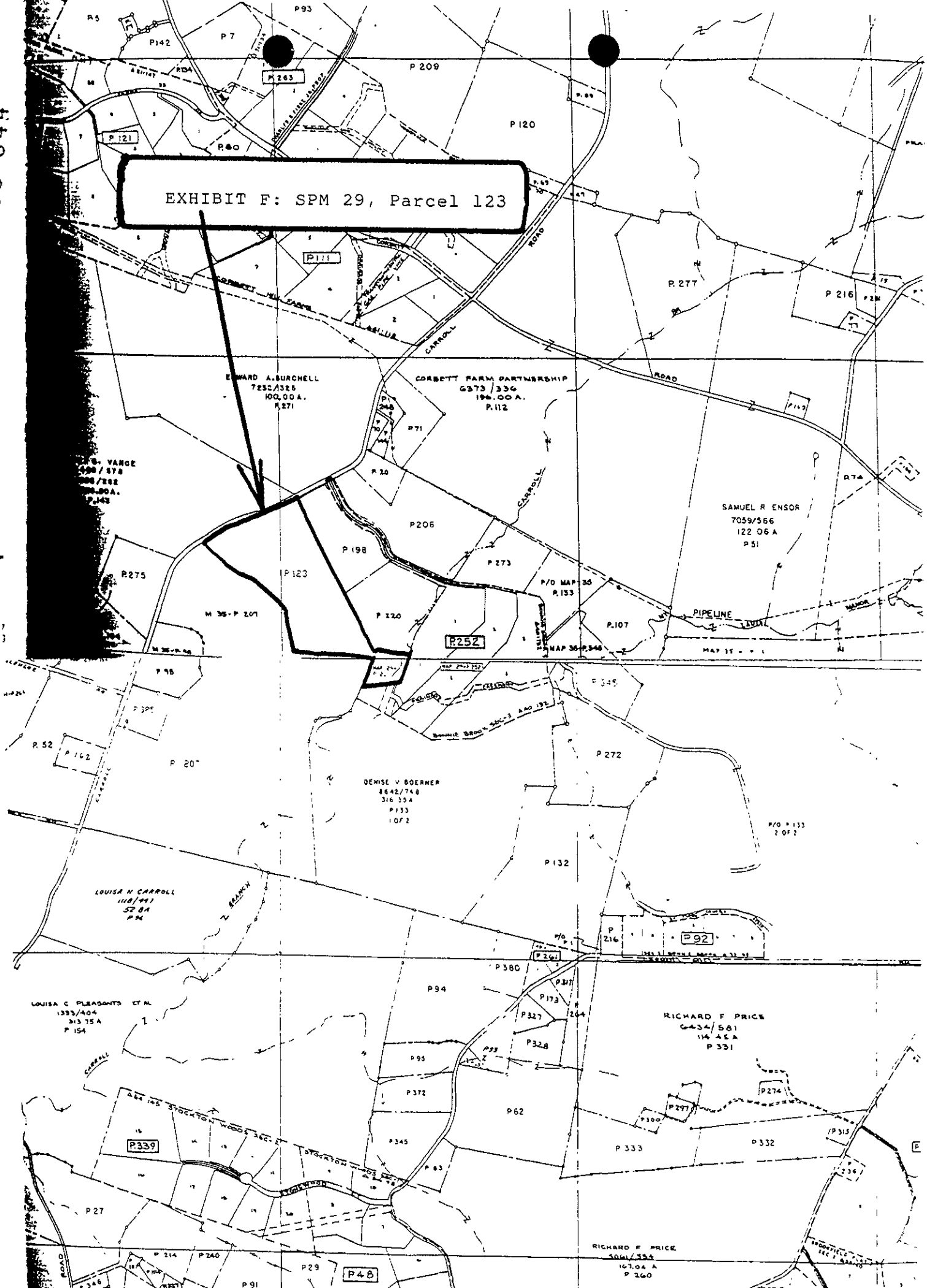
6. Maryland Environmental Trust Policy: The conservation values of the Property defined above are pursuant to the conservation policies adopted by the Maryland Environmental Trust on October 2, 1995.

Deed of Conservation Easement
Mark G. Midei and Denise B. Midei
Exhibit C
Inventory of Existing Structures

1. Residence

2. Garage

3. Shed



DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

This Deed, MADE THIS 1st day of December

in the year one thousand nine hundred and ninety-five by and between

George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased

of Baltimore County, Maryland of the first part, and

Mark G. Midei and Denise B. Midei, his wife

of the second part.

WITNESSETH, That in consideration of the sum of Five hundred ninety-three thousand seven hundred fifty and NO/100ths Dollars ($593,750.00)

the said party of the first part,

Pd 3

do es grant and convey to the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the survivor's,

personal representatives/successors and assigns , in fee simple, all

that lot of ground situate in Baltimore County, Maryland

and described as follows, that is to say:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

BEING THE SAME PROPERTY WHICH BY DEED dated December 2, 1994 and recorded among the land records of Baltimore County in Liber SM 11108 folio 635, was granted and conveyed by George C. Roveti and Marie Claire Roveti unto George C. Roveti as to a one third (1/3) undivided interest as tenant in common and Marie Claire Roveti as to the remaining two thirds (2/3) undivided interest as tenant in common.

SEE ALSO Deed dated January 31, 1995 and recorded among the land records of Baltimore County in Liber SM 11108 folio 645 wherein George C. Roveti conveyed an undivided One third (1/3) interest unto Marie Claire Roveti.

The said Marie Claire Roveti having since departed this life on or about the 6th day of February, 1995, and through proceedings in her Estate duly filed in the office of the Register of Wills for Baltimore County, Estate No. 84404, the said George C. Roveti, was appointed Personal Representative of her Estate.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
HR 12/12/95
Date

MAIL TO:
EQUITY TITLE CO., INC.
1404 E. JOPPA RD.
TOWSON, MD 21286

Agricultural Transfer Tax
Not Applicable - Letter on File
Signature CR Date 12/12/95

EXEMPTION TO THE LOCAL TRANSFER TAX

MARK G. MIDEI and DENISE B. MIDEI, his WIFE,

GRANTEE(S) in (within Deed/in the Deed from George C. Roveti and George C. Roveti — pers. rep. as GRANTOR), hereby certify(s) under the penalties of perjury, that the land conveyed in said deed is residentially improved owner-occupied real property and that the residence will be occupied by me/us.

Mark G Midei
Grantee

Denise B Midei
Grantee

Subscribed and sworn before me this 1st day of DEC, 19 95.

My commission expires : 1/1/96

Notary Public

EDWARD C. BYRNES NOTARY PUBLIC Baltimore Co., Md.

LEGAL DESCRIPTION
15505 Carroll Road

Beginning for the same at a point on the south side of Carroll Road as now widened, said point of beginning being the beginning of the eleventh or last line of the fourth parcel of land conveyed by George C. Roveti to Marie Claire Roveti by deed dated january 31, 1995 and recorded among the Land Records of Baltimore County in Liber 11108, Folio 645, and running thence, leaving Carroll Road and binding reversely on the tenth, ninth, eighth, seventh, sixth, fifth and fourth lines of the aforesaid fourth parcel of land described in said deed, the seven following courses and distances:

1. South 19 degrees, 35 minutes, 39 seconds East, 1680.33 feet
2. South 80 degrees, 39 minutes, 57 seconds East, 388.78 feet,
3. South 24 degrees, 18 minutes, 30 seconds West, 342.14 feet,
4. South 87 degrees, 46 minutes, 00 seconds West, 394.28 feet,
5. North 29 degrees, 31 minutes, 30 seconds East, 65.80 feet,
6. North 28 degrees, 45 minutes, 00 seconds East, 299.20 feet,
7. North 80 degrees, 39 minutes, 57 seconds West, 836.34 feet, and running thence, binding reversely on part of the third line of the aforesaid fourth parcel of land described in said deed,

North 01 degreees 58 minutes, 17 seconds West, 391.11 feet to the end of the third line of the Saving and Excepting parcel of land described in said deed, and running thence, binding reversely on part of the third line of the aforesaid Saving and Excepting parcel of land described in said deed,

North 37 degrees, 49 minutes, 12 seconds West, 511.34 feet to the end of the eighth line of the second parcel of land described in said deed, and running thence, binding reversely on the eighth, seventh, sixth, fifth, fourth and third lines of the aforesaid second parcel of land described in said deed, the six following courses and distances:

1. North 76 degrees, 23 minutes, 23 seconds West, 24.39 feet,
2. North 69 degrees, 43 minutes, 07 seconds West, 112.40 feet,

3. North 47 degrees, 55 minutes, 23 seconds West, 150.73 feet,
4. North 28 degrees, 21 minutes, 28 seconds West, 70.76 feet,
5. North 38 degrees, 07 minutes, 28 seconds West, 159.60 feet,
6. North 52 degrees, 14 minutes, 56 seconds West, 54.76 feet, to the south side of the aforesaid Carroll Road there situate, and running thence, binding reversely on the second line of the aforesaid second parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 66 degrees, 03 minutes, 32 seconds East, 125.12 feet, and running thence, binding reversely on part of the second line of the first parcel of land described in said deed to the beginning thereof and on the south side of the aforesaid Carroll Road there situate,

North 64 degrees, 18 minutes, 50 seconds East, 226.08 feet, and running thence, binding reversely on the first line of the first parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 74 degrees, 33 minutes, 50 seconds East, 419.76 feet, and running thence, binding on the fourth or last line of the third parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 281.67 feet and running thence, binding reversely on the eleventh or last line of the aforesaid fourth parcel of land described in said deed and on the south side of the aforesaid Carroll Road there situate,

North 68 degrees, 17 minutes, 50 seconds East, 25.02 feet to the place of beginning.

Containing 30.735 Acres of Land more or less.

Together with the right of ingress and egress through, over, under and across all that strip of land lying between the south right of way line of the aforesaid Carroll Road as set forth and established in the above described parcel of land and the southerly edge of the aforesaid Carroll Road as now paved.

Subject to the restrictions, conditions, covenants and agreements fully set forth in a deed from Bonnie Brook, Inc. To Aston, Inc. and recorded among the Land Records of Baltimore County in Liber O.T.G. 4869, Folio 712.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said

Mark G. Midei and Denise B. Midei, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's,

personal representatives/successors

and assigns , in fee simple.

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

WITNESS the hand and seal of said grantor

Test:

(SEAL)
George C. Roveti

Personal representative (SEAL)
George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased

STATE OF MARYLAND, Baltimore County, to wit: 1st

I HEREBY CERTIFY, That on this 1st day of December, in the year one thousand nine hundred and ninety-five, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared George C. Roveti and George C. Roveti, Personal Representative of the Estate of Marie Claire Roveti, deceased known to me (or satisfactorily proven) to be the person whose name is/~~are~~ subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

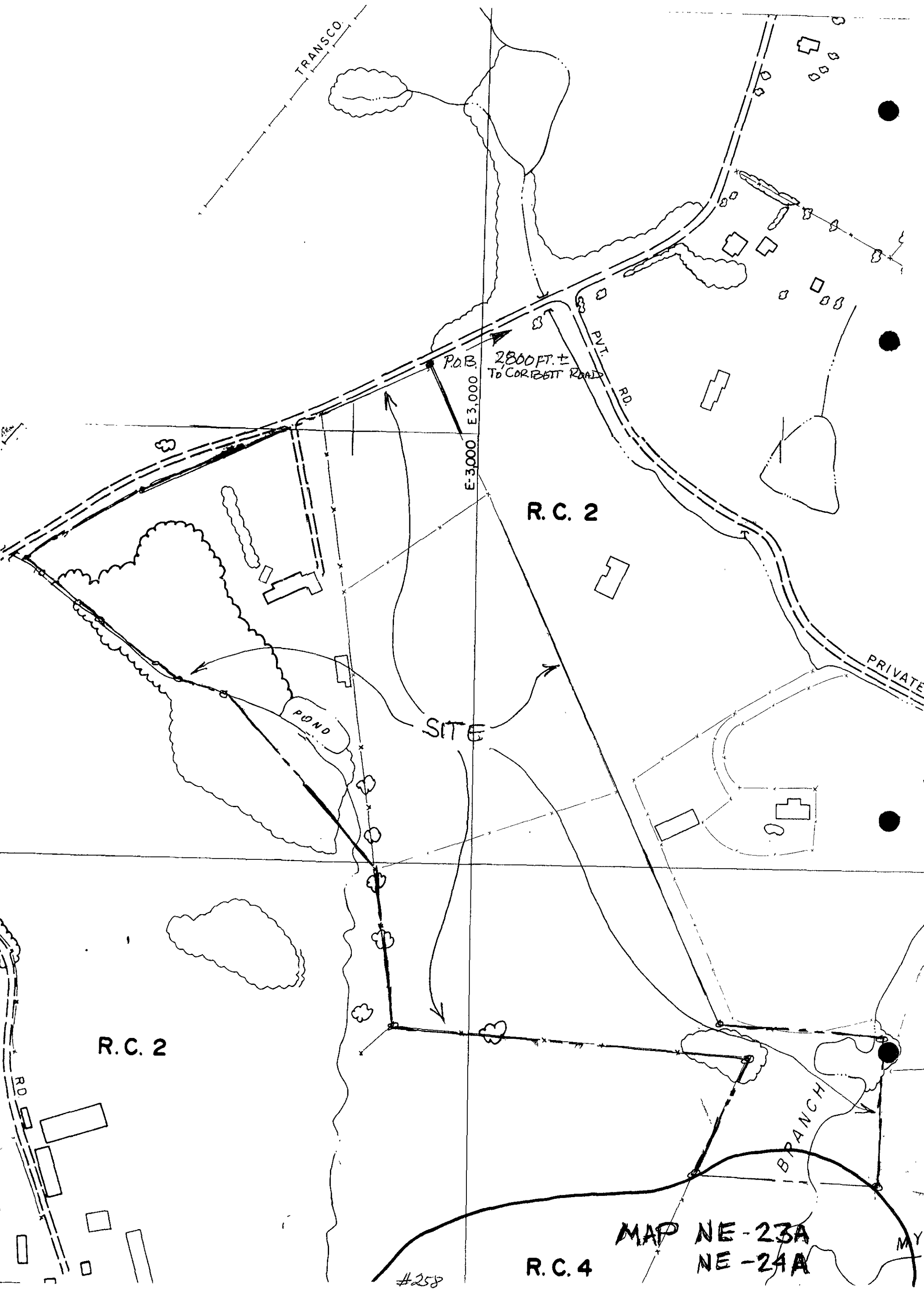
Notary Public

EDWARD C. BYRNES NOTARY PUBLIC Baltimore Co., Md.

My Commission expires: 1/1/96

This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

(Signature of attorney admitted to practice in Maryland if the instrument has been prepared by or under the supervision of such attorney, or signature of a party to the instrument if such party has prepared the instrument)


TRANSCO
P.O.B.
2800 FT. ±
TO CORBETT ROAD
PVT. RD.
E 3,000
E-3,000
R. C. 2
PRIVATE
POND
SITE
R. C. 2
RD.
BRANCH
MAP NE-23A
NE-24A
R. C. 4
#258

ZONING DESCRIPTION FOR 15505 CARROLL ROAD

Beginning at a point on the south side of Carroll Road which is 50 feet +/- wide at the distance of 2,800 feet +/- southwest of the centerline of the nearest improved intersecting street Corbett Road which is 50 feet +/- wide. As recorded in Deed Liber 11347, Folio 562. Thence by the following courses and distances:

South 19° 35' 39" East - 1,680.33 feet
South 80° 39' 57" East - 388.78 feet
South 24° 18' 30" West - 342.14 feet
South 87° 46' 00" West - 394.28 feet
North 29° 31' 30" East - 65.80 feet
North 28° 45' 00" East - 299.20 feet
North 80° 39' 57" West - 836.34 feet
North 01° 58' 17" West - 391.11 feet
North 37° 49' 12" West - 511.34 feet
North 76° 23' 23" West - 24.39 feet
North 69° 43' 07" West - 112.40 feet
North 47° 55' 23" West - 150.73 feet
North 28° 21' 28" West - 70.76 feet
North 38° 07' 28" West - 159.60 feet
North 52° 14' 56" West - 54.76 feet

Thence along the southern right-of - way of Carroll Road, the following courses and distances:

North 66° 03' 32" East - 125.12 feet
North 64° 18' 50" East - 226.08 feet
North 74° 33' 50" East - 419.76 feet
North 68° 17' 50" East - 281.67 feet
North 68° 17' 50" East - 25.02 feet

to the place of Beginning. Containing 30.735 acres of land more or less. Also known as 15505 Carroll Road and located in the 10th Election District, 3rd Councilmanic District.

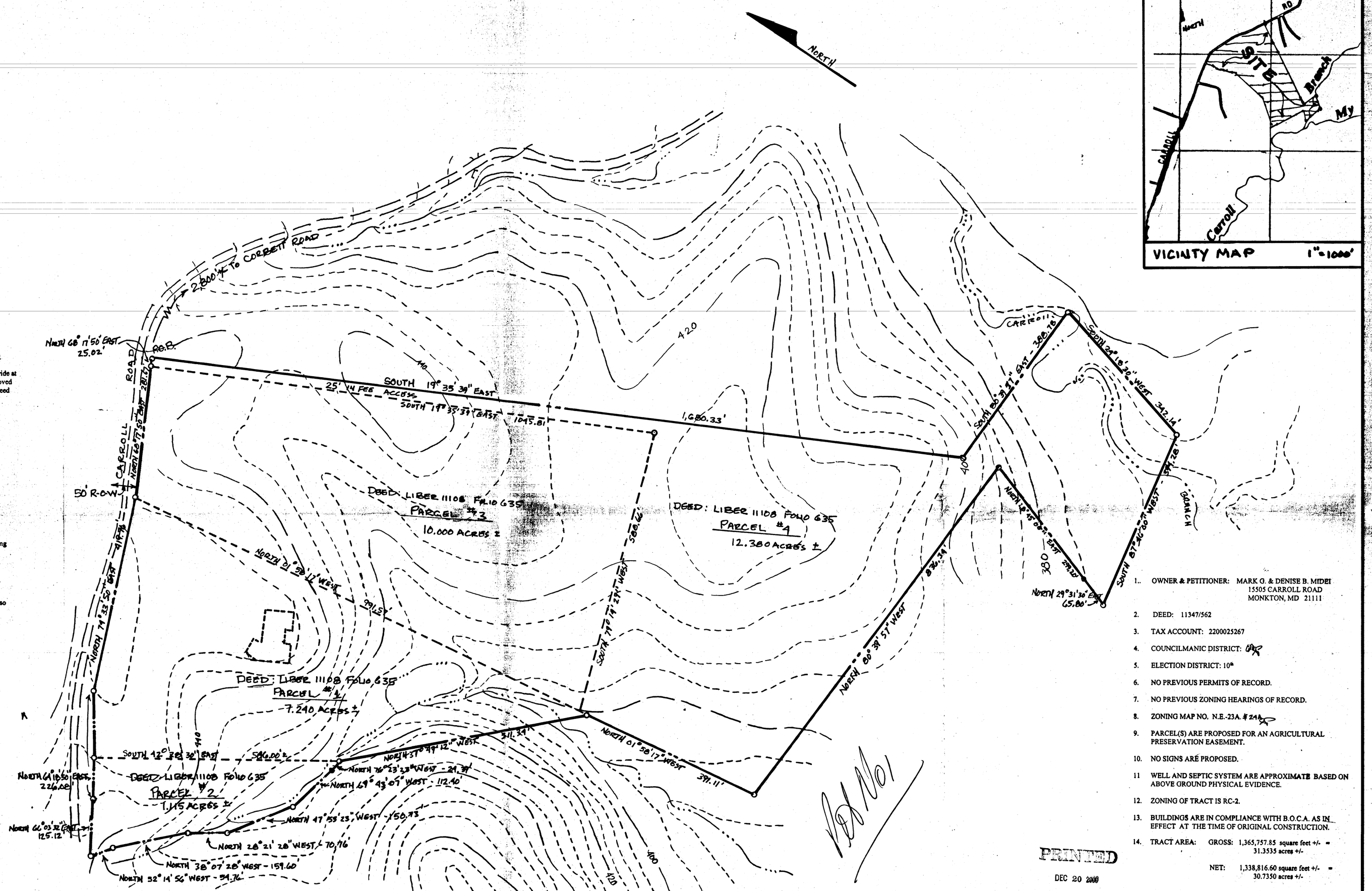
PARCELIZATION / DENSITY TABLE

DEED: LIBER 11108 FOLIO 635
RECORDED: December 2, 1994 Land Records of Baltimore County, Maryland

PARCEL	AREA	DEVELOPMENT RIGHTS
1.	7.240 acres +/-	2
2.	1.115 acres +/-	1 ♦
3.	10.000 acres +/-	1 *
4.	12.380 acres +/-	1 *
TOTAL :	30.7350 acres +/-	

♦ By Baltimore County Zoning Regulations this Parcel can not be further subdivided as it is less than two (2) acres in area.

*These parcels are subject to covenants and restrictions which prohibit further subdivision.



1. OWNER & PETITIONER: MARK G. & DENISE B. MIDEI
15505 CARROLL ROAD
MONKTON, MD 21111
2. DEED: 11347/562
3. TAX ACCOUNT: 2200025267
4. COUNCILMANIC DISTRICT: 3rd
5. ELECTION DISTRICT: 10th
6. NO PREVIOUS PERMITS OF RECORD.
7. NO PREVIOUS ZONING HEARINGS OF RECORD.
8. ZONING MAP NO. N.E.-23A. # 24A
9. PARCEL(S) ARE PROPOSED FOR AN AGRICULTURAL PRESERVATION EASEMENT.
10. NO SIGNS ARE PROPOSED.
11. WELL AND SEPTIC SYSTEM ARE APPROXIMATE BASED ON ABOVE GROUND PHYSICAL EVIDENCE.
12. ZONING OF TRACT IS RC-2.
13. BUILDINGS ARE IN COMPLIANCE WITH B.O.C.A. AS IN EFFECT AT THE TIME OF ORIGINAL CONSTRUCTION.
14. TRACT AREA: GROSS: 1,365,757.85 square feet +/- = 31.3535 acres +/-
NET: 1,338,816.60 square feet +/- = 30.7350 acres +/-

PRINTED
DEC 20 2000

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 15505 Carroll Road
which is presently zoned RC-2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

the re-parcelization of the subject tract in accordance with the deed dated December 2,1994 and recorded among the land records of Baltimore County In Liber SM 11108 folio 635 as attached hereto and made a part hereof. And such other items which may be presented at the hearing related to this issue.

PATTON CONSULTANTS, LTD.
PATTON
Patton Consultants Ltd. Engineering & Surveying
305 West Chesapeake Avenue, Suite 118, Towson, Maryland 21204 410-296-2140 Fax 410-296-0419

SEAL

PROJECT/DEVELOPMENT	MARK G & DENISE B. MIDEI PROPERTY
DRAWING TITLE:	PLAN TO ACCOMPANY PETITION FOR SPECIAL HEARING
DATE:	12/00
SHEET	1 OF 1
COUNTY: BALTIMORE	ELECTION DIST.: 10TH/3 PROJECT #: 20030 SCALE: 1" = 100'

DRAWN BY:	DATE	REVISIONS	BY
DESIGN BY:			
CHECKED BY:			

258