

BOARD OF APPEALS

January 8, 2025

County Administration Building, 100 W. Washington St., Meeting Room 2000, Hagerstown, at 6:00 p.m.

AGENDA

AP2024-056: An appeal was filed Shawn & Thomas Mills for a variance from the required lot area of 3 acres to 2.99 acres and a variance from the required 50 ft. front yard setback to 8.3 ft. for the exiting barn structure to be converted into the previously approved event venue on property owned by the appellants and located at 9827 Downsville Pike, Hagerstown, Zoned Agricultural Rural. - **GRANTED**

AP2024-057: An appeal was filed by Lyle & April Firnhaber for a special exception for a second single-family dwelling on the property owned by the appellants and located at 3819 Mills Road, Sharpsburg, Zoned Preservation. - **GRANTED**

Pursuant to the Maryland Open Meetings Law, notice is hereby given that the deliberations of the Board of Zoning Appeals are open to the public. Furthermore, the Board, at its discretion, may render a decision as to some or all of the cases at the hearing described above or at a subsequent hearing, the date and time of which will be announced prior to the conclusion of the public hearing. Individuals requiring special accommodations are requested to contact Katie Rathvon at 240-313-2464 Voice, 240-313-2130 Voice/TDD no later than December 30, 2024. Any person desiring a stenographic transcript shall be responsible for supplying a competent stenographer.

The Board of Appeals reserves the right to vary the order in which the cases are called. Please take note of the Amended Rules of Procedure (Adopted July 5, 2006), Public Hearing, Section 4(d) which states:

Applicants shall have ten (10) minutes in which to present their request and may, upon request to and permission of the Board, receive an additional twenty (20) minutes for their presentation. Following the Applicant's case in chief, other individuals may receive three (3) minutes to testify, except in the circumstance where an individual is representing a group, in which case said individual shall be given eight (8) minutes to testify.

Those Applicants requesting the additional twenty (20) minutes shall have their case automatically moved to the end of the docket.

For extraordinary cause, the Board may extend any time period set forth herein, or otherwise modify or suspend these Rules, to uphold the spirit of the Ordinance and to do substantial justice.

Tracie Felker, Chairman

Board of Zoning Appeals



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

ZONING APPEAL

Property Owner: Conococheague Manor Farm LLC
9905 Downsville Pike
Hagerstown MD 21740
Appellant: Shawn & Thomas Mills
9741 Downsville Pike
Hagerstown MD 21740
Property Location: 9827 Downsville Pike
Hagerstown, MD 21740
Description Of Appeal: Variance from the required lot area of 3 acres to 2.99 acres and a variance from the required 50 ft. front yard setback to 8.3 ft. for the existing barn structure to be converted into the previously approved event venue.

Docket No: AP2024-056
Tax ID No: 02002396
Zoning: A(R)
RB Overlay: No
Zoning Overlay:
Filed Date: 11/25/2024
Hearing Date: 01/08/2025

Appellant's Legal Interest In Above Property: Owner: Yes
Contract to Rent/Lease: No
Lessee: No
Contract to Purchase: No
Other:

Previous Petition/Appeal Docket No(s): AP2023-041
Applicable Ordinance Sections: Washington County Zoning Ordinance Section 5A.6

Reason For Hardship: There is a very large right-of-way on the front of the property that encroaches to the barn.

If Appeal of Ruling, Date Of Ruling:

Ruling Official/Agency:

Existing Use: Barn Proposed Use: Event Venue

Previous Use Ceased For At Least 6 Months: Date Ceased:

Area Devoted To Non-Conforming Use - Existing:
Proposed:

I hereby affirm that all of the statements and information contained in or filed with this appeal are true and correct.

Shawn Mills

Appellant Signature

State Of Maryland, Washington County to-wit:

Sworn and subscribed before me this 25 day of November, 2024.

Kathryn B Rathvon
NOTARY PUBLIC
Washington County
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

[Handwritten Signature]

Notary Public





WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

AFFIDAVIT IN COMPLIANCE WITH SECTION 25.51(C)

Docket No: AP2024-056

State of Maryland Washington County, To Wit:

On 11/25/2024, before me the subscriber, a Notary of the public of the State and County aforesaid, personally appeared Shawn & Thomas Mills and made oath in due form of law as follows:

Shawn & Thomas Mills will post the zoning notice sign(s) given to me by the Zoning Administrator in accordance with Section 25.51(c) of the Washington County Zoning Ordinance for the above captioned Board of Appeals case, scheduled for public hearing on 01/08/2025, and that said sign(s) will be erected on the subject property in accordance with the required distances and positioning as set out in the attached posting instructions.

Sign(s) will be posted on 12/17/2024 and will remain until after the above hearing date.

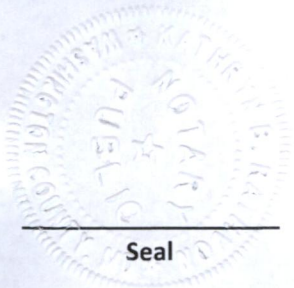
Shawn & Thomas Mills

Sworn and subscribed before me the day and year first above written.

Notary Public

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

My Commission Expires



Seal



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P: 240.313.2430 | F: 240.313.2431 | Hearing Impaired: 7-1-1

BOARD OF ZONING APPEALS

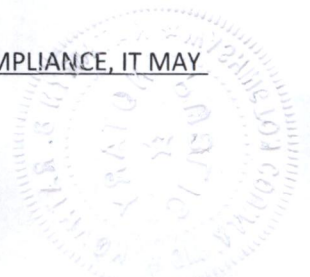
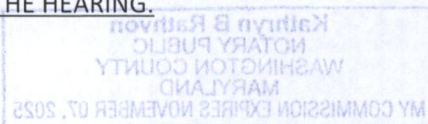
ATTENTION!

Posting Instructions

The premises MUST be posted in accordance with the following rules:

1. The sign must be posted a minimum of fourteen (14) days prior to the public hearing. Section 25.51(c) Property upon which the application or appeal is concerned shall be posted conspicuously by a zoning notice no less in size than twenty-two (22) inches by twenty-eight (28) inches at least fourteen (14) days before the date of the hearing.
2. The sign must be placed on the property within ten (10) feet of the property line which abuts the most traveled public road.
3. The sign must be posted in a conspicuous manner not over six (6) feet above the ground level, and affixed to a sturdy frame where it will be clearly visible and legible to the public.
4. The sign shall be maintained at all times by the applicant until after the public hearing. If a new sign is needed or required, please contact the Plan Review Department at 240-313-2460.
5. An affidavit certifying the property will be posted for the minimum of fourteen (14) days prior to the public hearing date.

Proper posting of the sign will be spot checked by the Zoning Inspector. IF SIGN IS NOT IN COMPLIANCE, IT MAY RESULT IN RESCHEDULING OF THE HEARING.



Variance requests

9827 Downsville Pike

Hagerstown, MD 21740

Thomas Mills

Shawn Mills

9741 Downsville Pike

Hagerstown, MD 21740

(301)573-1395

(540)247-3278

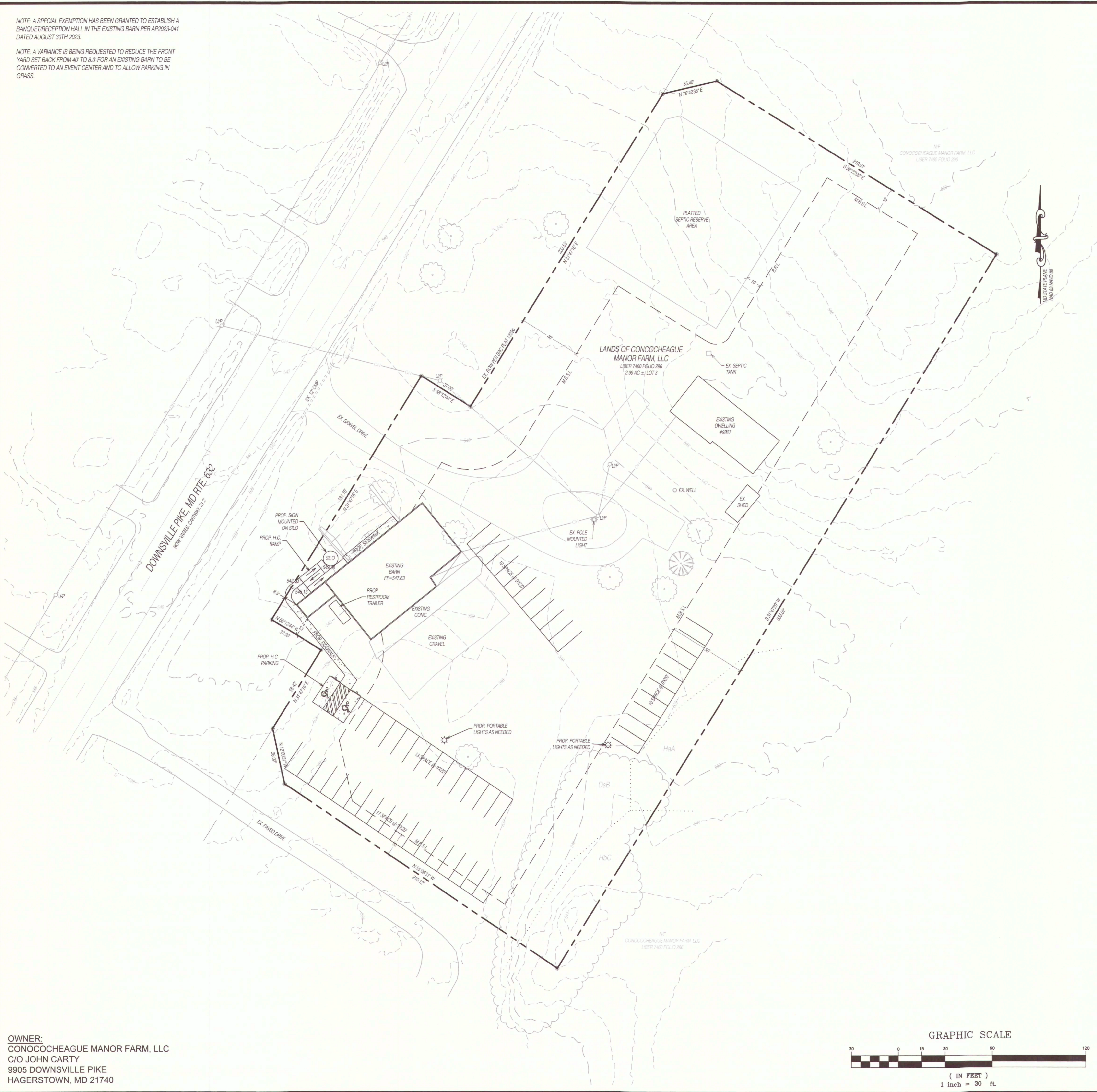


We are requesting two variance approvals...

1. According to county code the acreage of the plot of land for our proposed venue is required to be 3 acres. The plot of land as you can see on the blue prints is 2.99 acres. We are requesting that you make an exception to the 3 acres.
2. We are requesting a variance to the requirement of the easement for the right of way in the front of the barn. The milkhouse pictured on the right side of the barn is attached to the barn. The barn does sit at an angle and therefore that side sits over the easement line. We are asking that you approve to waive this requirement. We cannot move the barn and not providing an exception to this would prevent us from using the barn as a venue for weddings or other small events.

NOTE: A SPECIAL EXEMPTION HAS BEEN GRANTED TO ESTABLISH A BANQUET/RECEPTION HALL IN THE EXISTING BARN PER AP2023-041 DATED AUGUST 30TH 2023.

NOTE: A VARIANCE IS BEING REQUESTED TO REDUCE THE FRONT YARD SET BACK FROM 40 TO 8.3 FOR AN EXISTING BARN TO BE CONVERTED TO AN EVENT CENTER AND TO ALLOW PARKING IN GRASS.



OWNER:
CONOCOCHIEGUE MANOR FARM, LLC
C/O JOHN CARTY
9905 DOWNSVILLE PIKE
HAGERSTOWN, MD 21740

ZONING DATA

ZONING DISTRICT	AR - AGRICULTURAL RURAL DISTRICT
MINIMUM YARD SETBACK:	
FRONT	40 FT.
SIDE	15 FT.
REAR	50 FT.

SITE DATA

TAX MAP - GRID - PARCEL	0056-0024-0162
ELECTION DISTRICT	02
ACCOUNT NUMBER	002396
LIBER / FOLIO	07460 / 00296
AREA SUMMARY	2.99 AC.
EXISTING IMPERVIOUS	16,760 S.F. / 0.38 AC. (13%)
PROPOSED TOTAL IMPERVIOUS	1,400 S.F.
BUILDING SUMMARY:	
EVENT SPACE	2,432 S.F.
PROPOSED USE	SPECIAL EVENTS
HOURS OF OPERATION	APRIL - NOVEMBER, SUN-THURS. 9AM-9PM, FRI. & SAT. 9AM-10PM
EMPLOYEE SUMMARY	2
WATER & SEWER USAGE:	
WATER PROVIDED	PRIVATE WELL
SEWER PROVIDED	PRIVATE SEPTIC
WASTE & RECYCLABLES:	
SOLID WASTE REMOVAL	TRASH CANS PRIVATE HAULER
RECYCLE REMOVAL	TRASH CANS PRIVATE HAULER
SITE LIGHTING:	
EXISTING	POLE & BUILDING MOUNTED
PROPOSED	TEMPORARY LIGHTING AS NEEDED
SITE SIGNAGE:	
EXISTING	NONE
PROPOSED	BUILDING MOUNTED SIGN ON SILO
ADDRESS ASSIGNMENT	9827 DOWNSVILLE PIKE HAGERSTOWN, MD 21740
ROAD CLASSIFICATION:	
MAJOR COLLECTOR	DOWNSVILLE PIKE
FOREST CONSERVATION	PIL PAID PER PLAT 6010
FEMA PANEL #	24043C0284D

PARKING, LOADING & BICYCLE DATA

USE	REQUIREMENT	CALCULATION	REQUIRED
BANQUET HALL	1 SPACE PER 50 S.F. OF GFA	2,432 S.F./50	49 SPACES
TOTAL REQUIRED SPACES			49 SPACES
TOTAL PROVIDED PARKING SPACES			50 SPACES

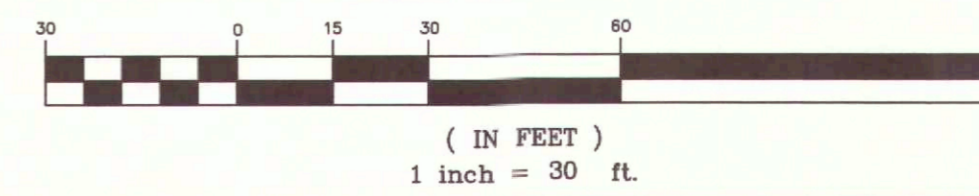
LEGEND

	EXISTING	PROPOSED
SUBJECT BOUNDARY	---	---
BUILDING SETBACK LINE	---	---
RIGHT OF WAY	---	---
EASEMENT LINE	---	---
ADJOINER BOUNDARY	---	---
FENCE (METAL)	---	---
FENCE (WOODEN)	---	---
DITCH (STREAM)	---	---
EDGE OF WATER	---	---
WETLAND	---	---
FLOODPLAIN	---	---
SOIL BOUNDARY	---	---
RAILWAY	---	---
CENTERLINE	---	---
EDGE OF PAVEMENT	---	---
EDGE OF GRAVEL	---	---
CURB	---	---
WALL	---	---
GUARD RAIL	---	---
EDGE OF CONCRETE	---	---
BUILDING	---	---
MAIL BOX	---	---
SIGN (ROAD)	---	---
SIGN (SITE)	---	---
TOPOGRAPHIC FEATURES		
CONTOUR (INDEX)	---	---
CONTOUR (INTERMEDIATE)	---	---
SPOTS ELEVATION	---	---
VEGETATION AREAS		
TREELINE	---	---
DECIDUOUS TREES	---	---
EVERGREEN TREES	---	---
WATER	---	---
WELL	---	---
STORM DRAINAGE	---	---
STORM SEWER LINE	---	---
UTILITIES		
OVERHEAD LINES	---	---
PEDS, BOX, & ETC	---	---
POLE	---	---
LIGHT POLE	---	---

LEGEND - ABBREVIATIONS

BLDG	BUILDING	SCE	STABILIZED CONSTRUCTION ENTRANCE
CMP	CORRUGATED METAL PIPE	SD	STORM DRAINAGE
CO	SANITARY SEWER CLEAN-OUT	SDMH	STORM DRAIN MANHOLE
CONC	CONCRETE	SF	SQUARE FEET
DA	DRAINAGE AREA	SS	SANITARY SEWER
EX	EXISTING	SSMH	SANITARY SEWER MANHOLE
EIP	EXISTING IRON PIN	STA	STATION
FFE	FINISH FLOOR ELEVATION	STD	STANDARD
FH	FIRE HYDRANT	SY	SQUARE YARDS
HGL	HYDRAULIC GRADE LINE	TEMP	TEMPORARY
HDPE	HIGH DENSITY POLYETHYLENE	TS	TOP OF STRUCTURE
INV	INVERT	TG	TOP OF GRATE
LF	LINEAR FEET	TR	TOP OF RIM
MAX	MAXIMUM	TYP	TYPICAL
MB	MAIL BOX	U/P	UTILITY POLE
MIN	MINIMUM	V/F	VERIFY IN FIELD
NO	NUMBER	WL	WATERLINE
NTS	NOT TO SCALE	WM	WATER METER
ROW	RIGHT-OF-WAY	WV	WATER VALVE
SAN	SANITARY		

GRAPHIC SCALE



FSA
FREDERICK SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
15 EAST MAIN STREET
HAGERSTOWN, MD 21740
771.575.3800

DATE	DESCRIPTION

SUNRISE VALLEY FARM
SITUATE AT 9827 DOWNSVILLE PIKE NORTH OF LAPPAN ROAD
SOUTH OF HENCH ROAD AND WEST OF COLLEGE ROAD
WASHINGTON COUNTY, MARYLAND
TOM MILLS
9741 DOWNSVILLE PIKE, HAGERSTOWN, MD 21740
(301) 575-1395

PROJECT NO	2023-0262
DWN BY	DATE
DWH	10-21-2024
PROJECT MANAGER	ADAM HAGER
EMAIL	AHAGER@FSA-INC.COM
TAX MAP-GRID-PARCEL	0056-0024-0162
SCALE	1" = 30'

BZA ZONING EXHIBIT
C-101
SHEET 01 OF 01

✓



WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

ZONING APPEAL

Property Owner: Lyle & April Firnhaber
3819 Mills Road
Hagerstown MD 21740

Docket No: AP2024-057

Tax ID No: 01008471

Zoning: P

Appellant: Lyle & April Firnhaber
3819 Mills Road
Sharpsburg MD 21782

RB Overlay: No

Zoning Overlay:

Filed Date: 11/25/2024

Hearing Date: 01/08/2025

Property Location: 3819 Mills Road
Sharpsburg, MD 21782

Description Of Appeal: Special exception for a second single-family dwelling on property.

Appellant's Legal Interest In Above Property: Owner: Yes Contract to Rent/Lease: No
Lessee: No Contract to Purchase: No
Other:

Previous Petition/Appeal Docket No(s):

Applicable Ordinance Sections: Washington County Zoning Ordinance Section 4.5

Reason For Hardship:

If Appeal of Ruling, Date Of Ruling:

Ruling Official/Agency:

Existing Use: Single-Family Dwelling Proposed Use: Second Single-Family Dwelling

Previous Use Ceased For At Least 6 Months: Date Ceased:

Area Devoted To Non-Conforming Use - Existing:
Proposed:

I hereby affirm that all of the statements and information contained in or filed with this appeal are true and correct.

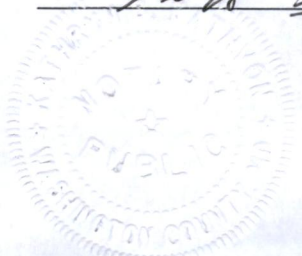
[Handwritten Signature]
Appellant Signature

State Of Maryland, Washington County to-wit:

Sworn and subscribed before me this 25 day of November, 2024.

Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

[Handwritten Signature]
Notary Public





WASHINGTON COUNTY BOARD OF ZONING APPEALS

747 Northern Avenue | Hagerstown, MD 21742-2723 | P:240.313.2430 | F:240.313.2431 | Hearing Impaired: 7-1-1

AFFIDAVIT IN COMPLIANCE WITH SECTION 25.51(C)

Docket No: AP2024-057

State of Maryland Washington County, To Wit:


On 11/25/2024, before me the subscriber, a Notary of the public of the State and County aforesaid, personally appeared Lyle & April Firnhaber and made oath in due form of law as follows:

Lyle & April Firnhaber will post the zoning notice sign(s) given to me by the Zoning Administrator in accordance with Section 25.51(c) of the Washington County Zoning Ordinance for the above captioned Board of Appeals case, scheduled for public hearing on 01/08/2025, and that said sign(s) will be erected on the subject property in accordance with the required distances and positioning as set out in the attached posting instructions.

Sign(s) will be posted on 12/17/2024 and will remain until after the above hearing date.


Lyle & April Firnhaber

Sworn and subscribed before me the day and year first above written.


Kathryn B Rathvon
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 07, 2025

Notary Public



Seal

My Commission Expires



BOARD OF ZONING APPEALS

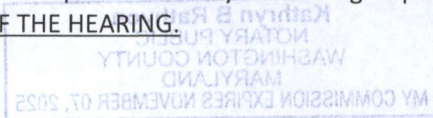
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2. The sign must be placed on the property within ten (10) feet of the property line which abuts the most traveled public road.
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Proper posting of the sign will be spot checked by the Zoning Inspector. IF SIGN IS NOT IN COMPLIANCE, IT MAY RESULT IN RESCHEDULING OF THE HEARING.



11/22/2024

Lyle & April Firnhaber
3819 Mills Road
Sharpsburg, MD 21782

To: BZA

Application for hearing date of 1/8/2025. Request for variance (more than 1 residence on a single parcel).

Per the Deed of Conservation Easement (Royal Legacy Program) for the above-stated property, dated 9/25/2003, the Easement states that we may construct three (3) primary residences on the property, or subdivide it into 5 lots.

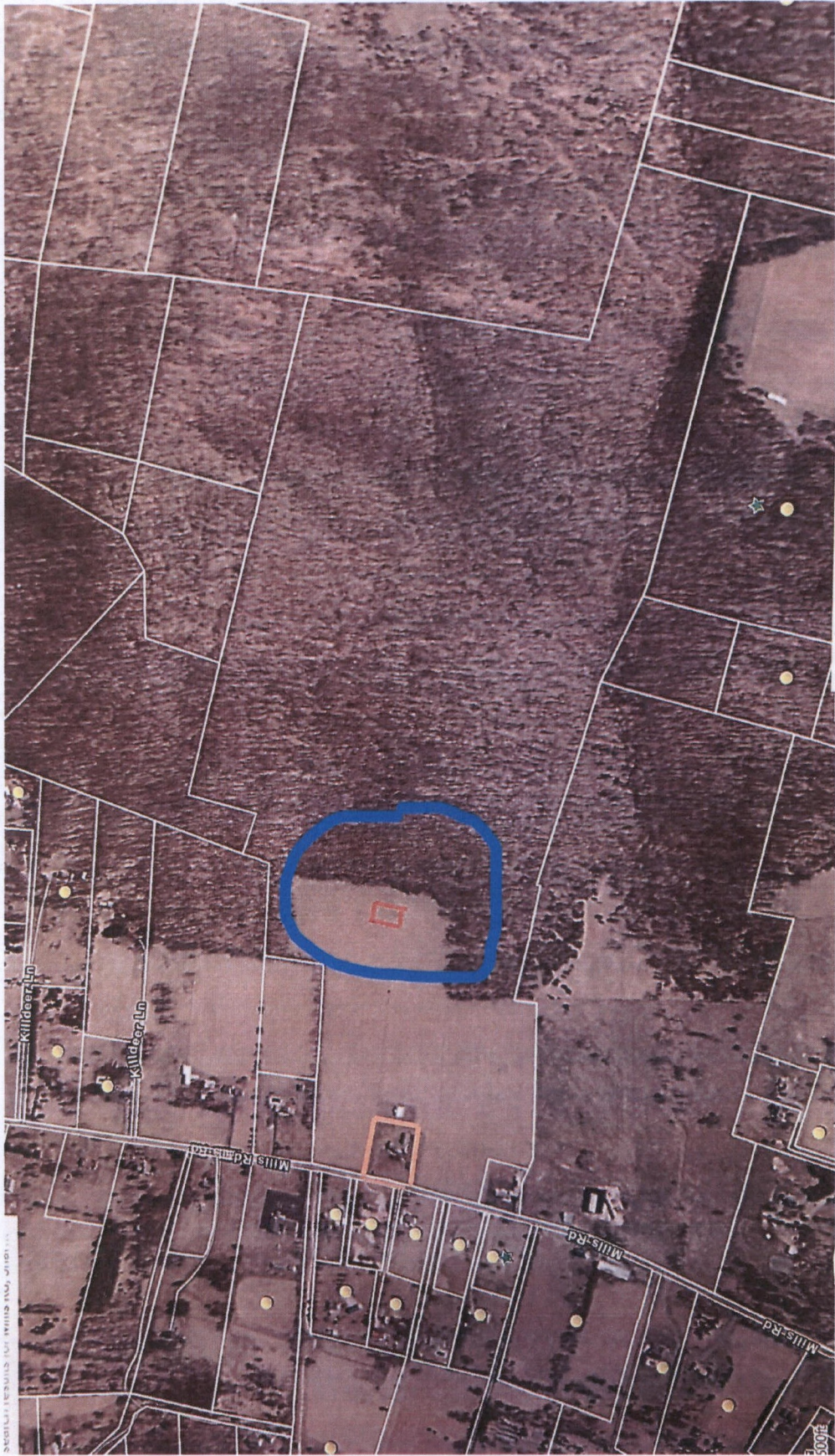
We are requesting a variance as we would like to build a 2nd primary residence on the 161.4 acre parcel, as recited in the Easement, as we do not want to subdivide the property (as detailed in the Easement) because we want to preserve the history and scenic characteristics of the property. Which is also why we plan to erect the 2nd residence along the tree line, toward the back of the property. The home location will not interfere with the agricultural, forestry or natural characterization of the property.

The "Mills" property (aka Gum Tree Farms) originally consisted of between 650 – 800 acres. Over the past several decades, the ground has been subdivided/sold; the 161.4 acres is all that remains of the 650-800 acre parcel owned by the Mills Family, since the early 1900's.

This land is beautiful, and has history and meaning (which means a great deal to us), and we don't want to spoil its panorama.

Our plan is for our son to move into the existing home, and then we will reside in the new home upon its completion. We want this property to be our "keepsake", and remain in our family for hundreds of years, like it was for the Mills family.

Below picture shows the existing residence, and proposed, new house location (2nd residence, circled)



2143 0055

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this 25th day of September, 2003, by and between GUM TREE FARMS, a partnership formed under the Maryland Uniform Partnership Act, by George A. Mills and Alice E. Mills, Surviving Partners, having an address at 3819 Mills Road, Sharpsburg, Maryland 21782-1926 ("Grantors") and the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, having an address at 100 West Washington Street, Hagerstown, Maryland 21740 ("Grantee").

RECITALS

1. In 1997 the Maryland General Assembly enacted Title 5, Subtitle 9A, Natural Resources Article, Annotated Code of Maryland, establishing a Rural Legacy Board and a Rural Legacy Program to counteract the effects of sprawl development and other modifications to the landscape in Maryland and to enhance natural resource, agricultural, forestry, and environmental protection while maintaining the viability of resource-based land usage and proper management of tillable and wooded areas through accepted agricultural and silvicultural practices for farm production and timber harvests. Protection is provided through the acquisition of easements and fee estates from willing landowners, and the supporting activities of Rural Legacy Sponsors and local governments.

2. The Board of County Commissioners of Washington County, Maryland, has agreed to administer the Rural Legacy Program at the local level, supporting the general principles of preserving and maintaining the natural resources of Washington County, Maryland.

3. The Grantors own in fee simple 161.41 acres of certain real property ("Property") situate, lying and being in Election District No. 1 of Washington County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Grantors by Confirmatory Deed dated June 27, 1975 and recorded among the Land Records of Washington County, Maryland in Liber 597, Folio 710.

4. The Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth, and the Grantee is willing to accept such Conservation Easement.

5. The Grantors and Grantee have identified significant conservation values in Exhibit B and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, historical, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition.

2143 0056

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

6. The Rural Legacy Board, established in the Department of Natural Resources, has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Three Hundred Twenty Thousand Five Hundred Ninety-Two Dollars and Ninety-Two Cents (\$320,592.92) to Grantors as full monetary consideration for granting this Conservation Easement, and Grantors and Grantee agree that, as hereinafter provided, the State of Maryland is a third party beneficiary of this Conservation Easement.

NOW, THEREFORE, in consideration of Three Hundred Twenty Thousand Five Hundred Ninety-Two Dollars and Ninety-Two Cents (\$320,592.92), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property.

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

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

ARTICLE I. DURATION OF EASEMENT

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

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or Commercial Activities on the Property

Activities other than Agriculture (as that term is defined below) and residential uses are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for

2143 0057

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

example, a farm machine repair shop and a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property.

“Agriculture” (or “Agricultural” as the context requires) means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquiculture. This includes the related activities of tillage, fertilization, pest control and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, buffalo, sheep, goats, hogs, horses and poultry.

B. Construction and Improvements

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

- (1) Three (3) primary residences;
- (2) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence(s) (for example, garage, well house, swimming pool, and pier), so long as the structures do not interfere with the Agricultural, forestry, natural and cultural character of the Property and the viewshed of Antietam Battlefield as determined solely by the Grantee.
- (3) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property, so long as the structures do not interfere with the Agricultural, forestry, natural and cultural character of the Property and the viewshed of Antietam Battlefield as determined solely by the Grantee; and
- (4) reasonable means of access to all permitted uses and structures.

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

Grantors shall notify Grantee at least sixty (60) days prior to submitting any required permit applications for construction to local, State or federal agencies, or if no governmental permits are required, at least sixty (60) days in advance of any work whether for construction or preparatory to construction regarding the location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure and any such change shall be subject to the prior written approval of the Grantee.

C. Divisions or Subdivisions of the Property

The Property may not be divided or subdivided into more than five (5) parcels of land as more specifically described below. The Property may not be consolidated into a larger parcel,

2143 0058

JUDICIAL CIRCUIT COURT
WASHINGTON COUNTY

and the boundary lines of the Property may not be adjusted. Notwithstanding the previous sentence, with at least sixty (60) days written notice to the Grantee, Grantors may:

1. Divide or subdivide the Property into two (2) residential lots (in addition to the original parcel from which the two (2) residential lots were created), so long as the size of such lot is at the minimum size permitted by State and local government at the time of subdivision; and

2. Divide or subdivide the Property into two (2) Agricultural lots (in addition to the original parcel from which the two (2) Agricultural lots were created).

No Agricultural division or subdivision shall be used to create additional development rights or facilitate construction of a new residence. No means of access to any residential parcel created under this paragraph shall be allowed over the remainder of the Property, including any parcel divided or subdivided for Agricultural purposes.

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, Grantors hereby grant to Grantee and the Rural Legacy Board all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property.

E. Dumping, Placement or Storage of Materials

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

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. Notwithstanding the previous sentence, Grantors may excavate materials (1) for Agricultural use if customarily and regularly done for that type of Agriculture use, (2) reasonably necessary for the purpose of combating erosion or flooding, (3) reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B., and (4) for wildlife

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habitat with the prior written approval of Grantee; provided, that these materials are not excavated from or placed or stored on vegetative buffers (as described in Article II.I.).

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted, except for (1) the maintenance of drainage ditches for Agriculture use if customarily and regularly done for that type of Agricultural use and (2) wildlife habitat with the prior written approval of Grantee. "Wetland" or "wetlands" means portions of the Property defined by any State or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Forest Management

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

I. Vegetative Buffer Strip

Grantors shall allow the vegetative buffer strip (the "Buffer Strip") along the wet weather swale (the "Swale") to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated Buffer Strip in perpetuity. Grantors shall not cut or remove any trees except for non-native, invasive, diseased or insect affected trees and in compliance with Article II.H with respect to the Guidelines. The minimum width of the Buffer Strip shall be twenty-five (25) feet (or larger as required by applicable law) at all times along both sides of the Swale, except as may be reasonably necessary for (1) erosion control; (2) recreational water uses and associated structures; (3) access for hunting, fishing, trapping; or (4) (subject to II.B) access to the water or the Property on the other side of the Swale. If the boundaries of the Buffer Strip are based on the edges of the Swale and the Swale moves, the Grantors shall allow the portions of the Property not formerly in the Buffer Strip to succeed to the required vegetative buffer. All other applicable terms shall apply.

J. Soil Conservation and Water Quality Plan

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

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

L. Rights of Third Parties to Use the Property

Grantors may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Conservation Easement unless said right was subordinated to this Conservation Easement.) Notwithstanding the foregoing, third party rights to use the Property may be granted in connection with uses or structures permitted by the Terms herein (such as the granting of a utility easement to benefit a permitted residence).

M. Public Access

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

N. Reserved Rights

Except to the extent that prior written approval of the Grantee 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 Terms of this Conservation Easement and require no prior notification or approval. If Grantors have any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, Grantors may submit a written request to the Grantee for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

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

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

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

B. Effect of Failure to Enforce

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

C. Right of Inspection

The State of Maryland, acting by and through the Rural Legacy Board, the Grantee and their respective employees and agents have the right, with reasonable notice to the Grantors, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors are complying with the Terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures. The State of Maryland, acting by and through the Rural Legacy Board, and the Grantee will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

ARTICLE IV. EXHIBITS

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

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of one (1) page.
- B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Photographs of the Property are kept on file at the principal office of the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of twelve (12) photographs.

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

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

ARTICLE V. MISCELLANEOUS

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

The Grantors shall notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. The Grantors 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 granted, conveyed or otherwise transferred. The Grantors shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on the Grantors

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

C. Notices to the Grantee and the Grantors

Any notices required to be given by a party hereto pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as a party may establish in writing on notification to all other parties hereto.

If to the Grantors: Gum Tree Farms
c/o George A. Mills
Alice E. Mills
3819 Mills Road
Sharpsburg, MD 21782-1926

and

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WASHINGTON COUNTY

If to the Grantee: Board of County Commissioners
of Washington County, Maryland
100 W. Washington Street
Hagerstown, MD 21740

D. Approval of the Grantee

In any case where the Terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice to the Grantee. Such approval shall be deemed given unless within sixty (60) days after receipt of notice the Grantee mails notice to the Grantors of disapproval and the reason(s) therefore. Unless the Grantee's approval is deemed given in accordance with the prior sentence, any approval shall be written. The Grantee will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but its decision shall be final and in its sole discretion.

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

If at any time the Grantee intends to acquire the fee simple interest of the Property encumbered by this Conservation Easement, prior to any such conveyance of the fee simple interest, the Grantee shall assign its interest in this Conservation Easement to the Maryland Department of Natural Resources.

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

F. Grantee Holds for Conservation Purposes

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

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WASHINGTON COUNTY

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

The Grantors and the Grantee agree that the State of Maryland, which has provided necessary funding for acquisition of this Conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Maryland, acting by and through the Rural Legacy Board and the Office of the Attorney General, shall have the right to enforce all of the Terms of this Conservation Easement against the Grantors.

The State of Maryland shall have no right of action against the Grantee of this Conservation Easement, except that it shall have a right of action against the Grantee if the Grantee was deficient in its monitoring responsibilities or because it had actual knowledge of a violation, but did not make a reasonable effort to correct the violation by exercising its rights under this Conservation Easement. The remedy for any such enforcement action shall be limited to equitable relief, unless such relief will not correct the violation, in which case monetary relief will be allowed up to one and one-half percent (1.5%) of the fair market value of this Conservation Easement.

In addition, this Conservation Easement may only be amended by a written document that is executed by the Grantors and the Grantee, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property; provided that any amendment shall not be inconsistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of the Grantee, the amendment as a whole strengthens the conservation Terms of this Conservation Easement. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

H. Effect of the Dissolution of the Rural Legacy Board

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

I. Mortgages and Deeds of Trust

The Grantors have stated that there are no mortgages or deeds of trust affecting the Property as of the date of this Conservation Easement.

J. Condemnation

By acceptance of this Conservation Easement by the Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to

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abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantors and the Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests.

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the laws of the state of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, 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.

L. Effect of Laws and Other Restrictions on the Property

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

M. Entire Agreement and Severability of the Terms

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

N. Successors

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

O. Recordation

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

DJM HAO2
Sep 29, 2003 01:52 PM

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P. Real Property Taxes

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

Q. Captions

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

R. Authorization

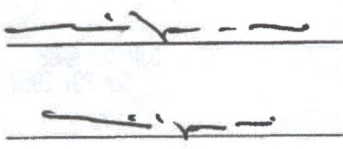
The Grantors authorize the Soil Conservation District and any other entities or government agencies to release to the Grantee information contained in the Grantors' Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms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

TO HAVE AND TO HOLD unto the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantors, their survivors, agents, personal representatives, heirs and assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

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

IN WITNESS WHEREOF, the Grantors and the Grantee have caused this instrument to be executed the day and year first above written by their duly authorized signatories and representatives.

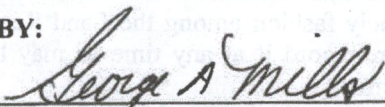
WITNESS:



GRANTORS:

GUM TREE FARMS, a partnership formed under the Maryland Uniform Partnership Act

BY:

 (SEAL)
George A. Mills, Surviving Partner

 (SEAL)
Alice E. Mills, Surviving Partner

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 2143, p. 0067, MSA_CE18_2093. Date available 02/13/2004. Printed 02/14/2023.

2143-0067

CIRCUIT COURT
WASHINGTON COUNTY

GRANTEE:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Joni L. Bittner
Joni L. Bittner, Clerk

BY: Gregory I. Snook (SEAL)
Gregory I. Snook, President

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 25th day of September, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George A. Mills, Surviving Partner of Gum Tree Farms, a partnership formed under the Maryland Uniform Partnership Act, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Official Notarial Seal.

Helsie Jane Cooley
Notary Public

My Commission Expires:
9/1/2005

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 25th day of September, 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Alice E. Mills, Surviving Partner of Gum Tree Farms, a partnership formed under the Maryland Uniform Partnership Act, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Official Notarial Seal.

Helsie Jane Cooley
Notary Public

My Commission Expires:
9/25/2005

TREASURER
TAXES PAID September 29, 2003
mm

AGRICULTURE TAX \$ 0
ACREAGE Easement 16.41 AC
CLERK JLB

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County
By JLB Date 9/29/03

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SEAL OF CIRCUIT COURT
WASHINGTON COUNTY

STATE OF MARYLAND, WASHINGTON COUNTY, to wit:

HEREBY CERTIFY that on this 3rd day of September, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gregory I. Snook, President of the Board of County Commissioners of Washington County, Maryland, and acknowledged the foregoing instrument to be the act and deed of the Board of County Commissioners of Washington County, Maryland, and he further acknowledged that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Board of County Commissioners of Washington County, Maryland.

WITNESS my hand and Official Notarial Seal

Wicki L. Garrison
Notary Public

My Commission expires:

11-1-04

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

J.M. Martirano
John M. Martirano
Assistant County Attorney

Approved as to form and legal sufficiency:

J.M. Martirano
John M. Martirano
Assistant County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Room 202
Hagerstown, MD 21740

H:\REALEST\RLP\Mills\Easement.doc

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 2143, p. 0068, MSA_CE18_2093. Date available 02/13/2004. Printed 02/14/2023.

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EXHIBIT A --DESCRIPTION OF PROPERTY

ALL that tract or parcel of land, together with the improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate on the East side of Mills Road, in Election District No. 1, Washington County, Maryland, being the tract marked "Remaining Lands 169.97 Acres \pm " on the Plat entitled "Plat of Farm Property of George A. Mills & Wife" recorded at Plat Folio 1464 among the Land Records of Washington County, Maryland; SAVING AND EXCEPTING from said 169.97 acres two conveyances made as follows:

(1) All that lot or parcel of land, situate along the West side of Mills Road, approximately 0.34 miles Northward from its intersection with Harpers Ferry Road, containing 1.02 acres of land, more or less, which was conveyed from Gum Tree Farm, a Partnership, by George A. Mills and Alice E. Mills, Partners, to Kevin Dale Knight and Debra Kay Knight, his wife, by Deed dated February 17, 1988 and recorded in Liber 868, Folio 1193 among the aforesaid Land Records, and by Confirmatory Deed dated July 6, 1988 and recorded in Liber 882, Folio 97 among the aforesaid Land Records; and

(2) All that lot or parcel of land, situate along the East side of Mills Road, approximately 0.40 miles Northward from its intersection with Harpers Ferry Road, containing 7.54 acres of land, more or less, which was conveyed from Gum Tree Farm, a Partnership, by George A. Mills and Alice E. Mills, Partners, to Richard A. Wills by Deed dated July 8, 1988 and recorded in Liber 882, Folio 440 among the aforesaid Land Records.

The remaining lands contain 161.41 acres of land, more or less.

BEING part of the same property which was conveyed from Mabel E. Mills, et al, to Gum Tree Farms, a Partnership, by Confirmatory Deed dated June 27, 1975, and recorded in Liber 597, Folio 710 among the Land Records of Washington County, Maryland.

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WASHINGTON COUNTY

Deed of Conservation Easement

George A. and Alice E. Mills

Exhibit B

Summary of Conservation Values

Page One of One

1. Historic Significance:

The Mills property is a significant Civil War site and is part of the area known as the Antietam Furnace Cluster. During the Battle of Antietam, the area served as one area of encampment of the Union IX Corps.

2. Water Quality:

A buffer of permanent woods 50 feet wide will be maintained along an unnamed stream running about 1/4 mile through the property.

3. Open Space:

The property adjoins more than 8,000 acres of land being permanently protected near Antietam Battlefield.

4. Master Plan:

This conservation easement is consistent with and pursuant to the Washington County Comprehensive Plan adopted by the Board of County Commissioners. The farm is located in the rural-agricultural area, created in 1974 to protect agriculture and open space. Proposed zoning is 1 dwelling per 30 acres.

5. Woodland:

The Mills farm contains 129 acres of woodland which is protected with a Soil Conservation and Water Quality Plan.

sumconv.

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CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

**Exhibit C: Inventory of Existing Structures
George A. and Alice E. Mills**

1-House 80 feet by 40 feet

1-Barn 38 feet by 80 feet

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

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Check Box if addendum Intake Form is Attached.

1 Type(s) of Instruments: Deed Mortgage Other Deed Easement

2 Conveyance Type Check Box: Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale

3 Tax Exemptions (if Applicable): Recordation State Transfer County Transfer

4 Consideration and Tax Calculations: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees: Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other

6 Description of Property: District 01, Property Tax ID No. 008471, Grantor Ljber/Folio 597/710, Subdivision Name, Lot (3a), Block (3b), Sect/AR (3c), Parcel No., Var. LOG, Location/Address of Property Being Conveyed (2) 161.41Ac Mills Rd Shaysville, MD

7 Transferred From: Doc. 1 - Grantor(s) Name(s) Thumtree farms, Doc. 2 - Grantor(s) Name(s)

8 Transferred To: Doc. 1 - Grantee(s) Name(s) The Board of Co. Comm. of Wash. Co. MD, Doc. 2 - Grantee(s) Name(s) County aty 100 W Washington Street Hagerstown MD 21740

9 Other Names to Be Indexed: Doc. 1 - Additional Names to be Indexed (Optional), Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information: Instrument Submitted By or Contact Person, Name, Firm, Address, Phone, Return to Contact Person, Hold for Pickup, Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information: Yes/No Will the property being conveyed be the grantee's principal residence? Yes/No Does transfer include personal property? If yes, identify: Yes/No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference: Geo., Map, Sub, Block, Land, Zoning, Grid, Plat, Lot, Buildings, Use, Parcel, Section, Occ. Cd., Total, Town Cd., Ex. St., Ex. Cd.

REMARKS:

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (8/95)

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 2143, p. 0072, MSA_CE18_2093, Date available 02/13/2004, Printed 02/14/2023.

Space Reserved for Circuit Court Clerk Recording Validation

Source Reserved for County Validation