

**APPENDIX A
VIOLATING FACILITIES**

Facility Name	SIC Code(s)	Owner/Operator	Address	City	State
1. Alabaster	3273	Lafarge Building Materials, Inc.	1235 Fulton Springs Road	Alabaster	Alabama
2. Trussville (Argo)	3273	Lafarge Building Materials, Inc.	617 Argo-Margaret Road	Trussville	Alabama
3. Cumming	1423 3273	Lafarge Building Materials, Inc.	524 Haw Creek Road	Cumming	Georgia
4. Greeley 35th Avenue	1422 2951 3273	Lafarge West, Inc. and Western Mobile Northern, Inc.	925 North 35th Avenue	Greeley	Colorado
5. Rigden	1422 2951 3273	Lafarge West, Inc. and Western Mobile Northern, Inc.	3000 South County Rd 9	Fort Collins	Colorado
6. Evergreen	3273	Lafarge West, Inc., Mobile Premix Concrete, Inc., and Lafarge Corporation	20575 Bryant Drive	Evergreen	Colorado
7. Specification Aggregate	1422 2951 3273	Lafarge West, Inc., Mobile Premix Concrete, Inc., and Western Mobile Northern, Inc.	18401 W. Colfax Avenue	Golden	Colorado
8. Minturn	3273	Lafarge West, Inc.	1120 Ball Park Road	Minturn	Colorado
9. Drennan	3273	Lafarge West, Inc. and Lafarge Corporation	3390 Drennan Industrial Loop S	Colorado Springs	Colorado
10. Vollmer	3273	Lafarge West, Inc. and Western Mobile Northern, Inc.	8355 Vollmer Road	Colorado Springs	Colorado
11. Marriottsville	1422 3273	Lafarge Mid-Atlantic, LLC, Redland Genstar, Inc., and Lafarge Corporation	11411 Marriottsville Road	Marriottsville	Maryland
12. Jessup	3273	Lafarge Mid-Atlantic, LLC and Lafarge Corporation	7920 Old Jessup Road	Jessup	Maryland
13. Frederick	1422 3273	Lafarge Mid-Atlantic, LLC and Lafarge Corporation	1000 E. South Street	Frederick	Maryland
14. Rockville	3273	Lafarge Mid-Atlantic, LLC	14824 Southlawn Lane	Rockville	Maryland
15. Freedom	1422	Lafarge North America Inc.	10423 Delevan-Elton Rd.	Delevan	New York
16. River Road	3273	Lafarge North America Inc.	4010 River Rd.	Tonawanda	New York
17. Genesee	3273	Lafarge North America Inc.	6125 Genesee St.	Lancaster	New York
18. New Road	3273	Lafarge North America Inc.	1717 New Rd.	Niagara Falls	New York
19. Gasport	1422	Redland Quarries NY Inc.	8728 Gasport Rd.	Gasport	New York
20. Lockport	1422 2951	Redland Quarries NY Inc.	400 Hinman Rd.	Lockport	New York
21. Niagara Falls	1422 2951	Redland Quarries NY Inc.	8875 Quarry Rd.	Niagara Falls	New York

LAFARGE NORTH AMERICA INC.
Appendix B -
List of Covered Facilities

Facility Name	SIC Code	Address	City	State	Zip
Hickory Bend	1442	2349 Tysonville Loop	Shorter	Alabama	36075
Happy Valley Aggregate	1442	24802 N. Central	Phoenix	Arizona	85027
Andrews Pit	1442	SW of CR 3T and CR 27	Limon	Colorado	80828
Arikaree	1442	2.8 mi. S. of Hwy 50 on 36th Ln	Limon	Colorado	80828
Blair Mesa	1422	Near MM 46 on State Highway 64	Meeker	Colorado	81641
Bluestone Aggregate Pit	1442	11658 State Highway 93	Boulder	Colorado	80303
Bluestone Ready Mix	3273	11658 State Highway 93	Boulder	Colorado	80303
Boone Pit	1442	3 mi West of Hwy 96 & Nepesta Rd	Pueblo	Colorado	81006
Boulder Ready Mix	3273	5959 Valmont Road	Boulder	Colorado	80301
Burlington Asphalt	2951	2000 Colorado Avenue	Burlington	Colorado	80807
Castle Rock Ready Mix	3273	309 South Gilbert	Castle Rock	Colorado	80104
Cerise Pit	1442	86 County Rd. 104	Carbondale	Colorado	81623
Chambers Ready Mix	3273	2650 Chambers Rd	Aurora	Colorado	80014
Chantala Pit	1442	615 Santa Fe Drive	Pueblo	Colorado	81006
Corther Pit	1442	2000 Conner Road	Pueblo	Colorado	81006
Cottonwood Aggregate Pit	1442	2002 Weld Co Rd.	Longmont	Colorado	80504
Covington Pit	1442	1 mile E. of Hwy 71 on County Line Rd.	Limon	Colorado	80828
Del Camino Ready Mix	3273	2702 State Highway 119	Longmont	Colorado	80504
Dreman Ready Mix	3273	3390 Dreman Industrial Loop S	Colorado Springs	Colorado	80910
Duckworth	1442	2719 WCR 20 1/2	Longmont	Colorado	80807
Eagle Chambers Pit	1442	951 Fairground Rd.	Eagle	Colorado	81631
Estes Park Ready Mix	3273	540 Elm Road	Estes Park	Colorado	80517
Evergreen Ready Mix	3273	20575 Bryant Drive	Evergreen	Colorado	80439
Fillmore Asphalt	2951	1300 West Fillmore	Colorado Springs	Colorado	80907
Fountain Aggregate Pit	1442	700 Charter Oak Ranch Rd	Fountain	Colorado	80817
Fowler Pit	1442	Highway 50	Peublo	Colorado	81006
Gordon Asphalt	2951	6395 Pecos Street	Denver	Colorado	80221
Gordon Recycle Plant	1442	6395 Pecos Street	Denver	Colorado	80221
Greeley 25th Ave Pit	1442	1013 N. 25th Avenue	Greeley	Colorado	80631
Greeley 35th Ave Aggregate	1442	925 North 35th Avenue	Greeley	Colorado	80631
Greeley 35th Ave Asphalt	2951	925 North 35th Avenue	Greeley	Colorado	80631
Greeley 35th Ave Ready Mix	3273	925 North 35th Avenue	Greeley	Colorado	80631
Gypsum Ranch Aggregate	1442	11589 Highway 6 & 24	Gypsum	Colorado	81637
Gypsum Ranch Ready Mix	3273	11589 Highway 6 & 24	Gypsum	Colorado	81637
Hartman Pit	1442	36th Lane	Pueblo	Colorado	81006
Holly Pit	1499	10816 Highway 89	Holly	Colorado	81047

LAFARGE NORTH AMERICA INC.

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Facility Name	SIC Code	Address	City	State	Zip
Home Office Pits	1442	1800 N. Taft Hill Road	Fort Collins	Colorado	80252
Howe Ready Mix	3273	9285 East 112th Avenue	Henderson	Colorado	80640
Iverson Aggregate	1442	5011 F. Street Greeley, CO	Weld	Colorado	80631
Kit Carson - Larson Pit	1442	CR R & City Rd. 34	Firstview	Colorado	80810
Kyger Pit	1442	7301 Weld County Rd. 13	Windsor	Colorado	80550
La Junta	1442	9639 HWY 109	La Junta	Colorado	81050
La Veta	1442	CR 12	La Veta	Colorado	81055
Latham Pit	1442	2172 County Rd 45	DeBeque	Colorado	81630
Limon Asphalt	2951	21860 Highway 401287	Limon	Colorado	80828
Loveland Aggregate Pit	1442	1209 South County Road 13C	Loveland	Colorado	80537
Loveland Ready Mix	3273	1209 South County Rd 13C	Loveland	Colorado	80537
Lyons Pit	1442	South 5623 Hydlence Rd.	Lyons	Colorado	80501
Mamm Creek Pit	1442	3095 County Road	Gypsum	Colorado	81637
McCoy Aggregate Pit	1442	54 McCoy Road	McCoy	Colorado	80463
Minturn Ready Mix	3273	1120 Ball Park Road	Minturn	Colorado	81645
Nelson Pit	1442	1001 County Road 16112	Longmont	Colorado	80501
North Bank Aggregate	1442	3 Miles east of Rifle on HWY 6	Rifle	Colorado	81650
Park 85 Ready Mix	3273	11255 Dumont Way	Littleton	Colorado	80125
Port of Entry Pit	1442	2805 W. Frontage Rd.	Ft. Collins	Colorado	80525
Portable Asphalt Plant #1	2951	1800 N Taft Hill Rd	Ft. Collins	Colorado	80525
Portable Asphalt Plant #4	2951	1800 N Taft Hill Rd	Ft. Collins	Colorado	80525
Portable Asphalt Plant #5	2951	1800 N Taft Hill Rd	Ft. Collins	Colorado	80525
Powers Aggregate Pit	1442	14156 Highway 82	Carbondale	Colorado	81623
Powers Ready Mix	3273	14156 Highway 82	Carbondale	Colorado	81623
Pueblo Asphalt	2951	615 Santa Fe Drive	Pueblo	Colorado	81006
Pueblo West Ready Mix	3273	630 North States Avenue	Pueblo	Colorado	81001
Quivas Ready Mix	3273	1151 Quivas Street	Denver	Colorado	80204
Resource Recovery	1422	3000 South County Rd 9	Fort Collins	Colorado	80525
Rich Pit Aggregate	1442	37400 Hwy 96 East	Pueblo	Colorado	81006
Rigden Aggregate	1442	3000 South County Rd 9	Fort Collins	Colorado	80525
Rigden Asphalt	2951	3000 South County Rd 9	Fort Collins	Colorado	80525
Rigden Ready Mix	3273	3000 South County Rd 9	Fort Collins	Colorado	80525
Riverbend (East and West)	1442	12673 Weld Road 6	Fort Lupton	Colorado	80817
Rock Creek Ready Mix	3273	1160 Rock Creek Court	Lafayette	Colorado	80026
Shaw Pit	1422	1435 Weld County Rd 16 1/2	Longmont	Colorado	80504
Shields Aggregate	1442	3000 Ziegler Road	Ft. Collins	Colorado	80525

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Sievers Aggregate Pit	1442	3794 County Road 109	Carbondale	Colorado	81623
Spec Aggregate Asphalt	2951	18401 West Colfax Avenue	Golden	Colorado	80401
Spec Aggregate Quarry	1442	18401 W. Colfax Avenue	Golden	Colorado	80401
Spec Aggregate Ready mix	3273	18401 West Colfax Avenue	Golden	Colorado	80401
State Aggregate Pit	1442	36th Lane	Pueblo	Colorado	81006
Steamboat Springs	3273	1771 Shield Drive	Route	Colorado	80477
Stromquist Asphalt	2951	8751 Weld County Rd 5	Longmont	Colorado	80501
Stromquist Pit	1442	8751 Weld County Rd 5	Longmont	Colorado	80501
Sweet Gold	2951	No address available		Colorado	
Taft Hill Expansion Aggregate	1442	1800 North Taft Hill Rd	Ft. Collins	Colorado	80525
Three Bells Pit	1442	6428 E. County Rd. 32	Ft. Collins	Colorado	80525
Valmont Asphalt	2951	5959 Valmont Road	Boulder	Colorado	80301
Ball Ground Quarry	1422	Old Nelson Road	Ball Ground	Georgia	30107
Clayton County Quarry	1423	5455 West Lees Mill Road	College Park	Georgia	30349
Columbus Quarry	1423	225 Grey Rock Road	Midland	Georgia	31820
Cumming Quarry	1423	524 Haw Creek Road	Cumming	Georgia	30041
Douglasville Quarry	1423	Hwy. 78 6505 Bankhead Hwy	Douglasville	Georgia	30134
Friendship Quarry	1423	4195 Friendship Road	Buford	Georgia	30518
Jackson County Quarry	1423	1626 Posson Creek Road	Jefferson	Georgia	30549
Lithonia Quarry	1423	7621 Rock Mountain Road	Lithonia	Georgia	30058
Morgan County Quarry	1423	1761 Seven Islands Road	Buckhead	Georgia	30265
Newton County Quarry	1423	575 Marble Drive	Oxford	Georgia	30054
Aux Sable	1422	4225 E Dellos Road	Morris	Illinois	60450
Cave In Rock Quarry	1422	Rural Route 1, Box 267	Cave In Rock	Illinois	62919
Conco	1422	105 Conco Street	North Aurora	Illinois	60542
Elburn (Fetles Sand & Gravel)	1442	1S194 IL Rt. 47	Elburn	Illinois	60119
Fox River	1422	7N 394 S. McLean Blvd	South Elgin	Illinois	60177
Joliet	1422	2509 Mound Road	Joliet	Illinois	60177
Kendall County	1422	10501 Joliet Rd	Newark, IL	Illinois	60541
Sheridan Plant	1422	N 42 & East 2603	Sheridan	Illinois	60551
Utica	1422	RT 178 N 27th Road	Utica	Illinois	61373
149th Ready Mix	3273	1245 W. 149th St.	Olathe	Kansas	66061
Andover Ready Mix	3273	611 W. 13th	Andover	Kansas	67010
Derby Ready Mix	3273	355 W. Washington	Derby	Kansas	67037
Oxford Aggregate Pit	1442	1438 122nd Road	Oxford	Kansas	67119
Portable RMX	3273	909 E 104th Avenue	Mulvane	Kansas	67110

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Facility Name	SIC Code	Address	City	State	Zip
Ripley Storage	2951	4900 N Seneca	Wichita	Kansas	67204
West Robbins Pit	3273	130 W MacArthur	Wichita	Kansas	67217
Wichita Aggregate Pit	1442	3500 N. West Street	Wichita	Kansas	67204
Wichita Asphalt	2951	3600 N. West Street	Wichita	Kansas	67205
Wichita Ready Mix	3273	2460 N. North Shore Blvd.	Wichita	Kansas	67205
Covington Ready Mix	3273	Highway 59 & I-12	Abita Springs	Louisiana	70420
Earhart Ready Mix	3273	7123 Forshey Street	New Orleans	Louisiana	70125
Engineers Road Ready Mix	3273	605 Engineer's Road	Belle Chasse	Louisiana	70037
France Road Ready Mix	3272	2315 France Street	New Orleans	Louisiana	70117
Fourchon Ready Mix	3273	Hwy 3090	Golden Meadow	Louisiana	70357
Gramercy Ready Mix	3273	104 Hwy 3125	Gramercy	Louisiana	70052
Hagan Ready Mix	3273	15000 Intracoastal Dr	New Orleans	Louisiana	
Hammond Ready Mix	3273	42576 Chapman Rd	Hammond	Louisiana	70403
Honey Island	1442	Exit 11, I-59 North	Pearl River	Louisiana	70452
Houma Ready Mix	3273	3579 Industrial Ave	Houma	Louisiana	70363
Isabel	1442	15555 Hwy 1074	Bogalusa	Louisiana	70463
Lakeshore Ready Mix	3273	470 Howze Beach Road	Slidell	Louisiana	70461
Larose Ready Mix	3273	11658 Hwy 308	Larose	Louisiana	70373
Lulling Ready Mix	3273	400 Esperanza Plantation	Hahnville	Louisiana	70057
New Orleans Airport Ready Mix	3273	480 Crofton Road	Kenner	Louisiana	70065
New Orleans Central Ready Mix	3273	3320 Airline Drive	Metairie	Louisiana	70001
New Orleans East	3273	11900 Chef Menteur Hwy	New Orleans	Louisiana	70126
Slidell Ready Mix	3273	150 Industrial Drive	Slidell	Louisiana	70458
Thibodaux Ready Mix	3273	401 Forty Arpent Road	Thibodaux	Louisiana	70301
Verret Ready Mix	3273	1505 LA HWY 46	St. Bernard	Louisiana	70085
Westbank (Ames) Ready Mix	3273	1950 Ames Blvd.	Marrero	Louisiana	70072
Beavercreek East	1422	10101 Mapleville Road	Beaver Creek	Maryland	21740
Beavercreek West	1422	10102 Mapleville Road	Beaver Creek	Maryland	21740
Beavercreek West Ready Mix	3273	10102 Mapleville Road	Beaver Creek	Maryland	21740
Chase	1442	301 Earls Road	Chase	Maryland	21031
Churchville	1422	1219 Calvary Rd.	Bel Air	Maryland	21015
Frederick Quarry	1422	1000 E. South Street	Frederick	Maryland	21705
Frederick Ready Mix	3273	1000 E. South Street	Frederick	Maryland	21705
Hancock	1422	510 Creek Road	Hancock	Maryland	21750
Jessup	3273	7920 Old Jessup Road	Jessup	Maryland	20794
Joppa	3273	810 Pulaski Highway	Joppa	Maryland	21085

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Facility Name	SIC Code	Address	City	State	Zip
Landover	2951	5800 Sheriff Road	Capitol Heights	Maryland	20743
Mariottsville Quarry	1422	11411 Mariottsville Road	Mariottsville	Maryland	21104
Mariottsville Ready Mix	3273	11411 Mariottsville Road	Mariottsville	Maryland	21104
Medford	1422	1111 Medford Road	New Windsor	Maryland	21776
Northeast	3273	800 Red Toad Road	North East	Maryland	21901
Rockdale	1422	13645 Rockdale Road	Rockdale	Maryland	21722
Rockville - Ready Mix	3273	14824 Southlawn Lane	Rockville	Maryland	20850
Texas Quarry	1422	10000 Beaver Dam Road	Cockeysville	Maryland	21030
Texas Ready Mix	3273	10000 Beaver Dam Road	Cockeysville	Maryland	21030
Presque Isle	1422	11351 E. Grand Lake Road	Presque Isle	Michigan	49777
104th St Ready Mix	3273	8414 NW 104th St	Kansas City	Missouri	64155
85th St Ready Mix	3273	3101 East 85th	Kansas City	Missouri	64132
Belton	3273	1113 Elmira Circle	Belton	Missouri	64012
Blue Springs Ready Mix	3273	1200 S.E. Hwy 40	Blue Springs	Missouri	64014
Bridgeton Sand	1442	14580 Missouri Bottom Rd	Bridgeton	Missouri	63044
Bunker Ready Mix	3273	317 S. 3rd	Kansas City	Missouri	66117
Chesterfield Sand	1442	17971 N. Outer Forty	Chesterfield	Missouri	63005
Courtney Ridge Quarry	1422	2620 N Hwy 291	Sugar Creek	Missouri	64058
Independence Quarry	1442	16400 E. Kentucky Road	Independence	Missouri	64058
Odessa Ready Mix	3273	2100 West Main St	Odessa	Missouri	64076
St Charles Quarry	1442	2000 Arena Parkway	St Charles	Missouri	63303
St. Charles Sand Docks	1446	2000 Arena Parkway	St. Charles	Missouri	63303
Sugar Creek Ready Mix	3273	2601 North Old Hwy 291	Sugar Creek	Missouri	64058
Warrensburg Ready Mix	3273	247 NE Division	Warrensburg	Missouri	64093
Placitas Aggregate Pit	1442	148 W. Frontage Rd	Bernalillo	New Mexico	87004
Sanata Ana Aggregate	1442	326 E I-25 Frontage Road	Bernalillo	New Mexico	87004
Santa Fe Ready Mix	3273	30 Colony Drive	Santa Fe	New Mexico	87505
Sante Fe Asphalt	2951	30 Colony Drive	Santa Fe	New Mexico	87505
Buffalo (Hopkins)	3273	242 Hopkins St.	Buffalo	New York	14220
Freedom	1442	10423 Delevan-Elton Rd.	Delevan	New York	14042
Gasport	1422	8728 Gasport Rd.	Gasport	New York	14067
Lockport	1422	400 Hinman Rd.	Lockport	New York	14095
Lockport Asphalt 1 (topside)	2951	400 Hinman Rd.	Lockport	New York	14095
Lockport Asphalt 2 (pit)	2951	400 Hinman Rd.	Lockport	New York	14095
Niagara	1422	8875 Quarry Rd.	Niagara Falls	New York	14304
Niagara Asphalt	2951	8875 Quarry Rd.	Niagara Falls	New York	14304

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Facility Name	SIC Code	Address	City	State	Zip
Pavement East	1422	324 Pavement Rd. East	Lancaster	New York	14086
Wethersfield	1442	Pleasant Valley Road Nearest Intersection	Wethersfield	New York	14066
Kelley's Island	1422	407 Bookerman Road	Kelley's Island	Ohio	43438
Marblehead	1422	831 S. Quarry Road	Marblehead	Ohio	43440
Warfordsburg	1422	424 Pigeon Cove Road	Warfordsburg	Pennsylvania	17267
Berkley Springs	3273	4000 Valley Road	Berkley Springs	West Virginia	25411
Colgate	1442	W 249 N9436 Hillside Road	Colgate	Wisconsin	53017
Laramie Asphalt	2951	5050 North Third 1230	Laramie	Wyoming	82070
Laramie Ready Mix	3273	5050 North Third 1230	Laramie	Wyoming	82070

APPENDIX C
FCP AND FRP DEVELOPMENT SCHEDULE

1. Lafarge shall develop a Facility Compliance Plan ("FCP") for each Covered Facility within one (1) year of the Effective Date of the Consent Decree.

2. Within sixty days (60) after Lafarge submits the Certification of Completion of the Final Audit Response and Action Plan, as set forth in Exhibit E, Lafarge shall begin conducting the Facility Compliance Reviews ("FCR") at each Covered Facility, excluding those facilities where a New Facility Comprehensive Compliance Evaluation ("NFCCE") has already been performed. Lafarge shall conduct an FCR at a minimum of one-third of Covered Facilities each year, such that Lafarge will complete the FCRs within at least three (3) years.

3. Lafarge may, but is not required to, accelerate the start date or schedule for completing the FCPs or FCRs.

APPENDIX D-1
LAFARGE ENVIRONMENTAL AND STORMWATER TRAINING OUTLINE

Course: Approximately 60 minute on-line training program with post-training quiz to be taken annually.

Topics Covered:

- A. Lafarge Environmental Policy
 - Policy overview
 - Six themes of the Environmental Policy
 - Lafarge's Ethics Policy

- B. Permit and Plans Overview
 - National Pollutant Discharge Elimination System (NPDES) Permit
 - Stormwater Pollution Prevention Plans (SWPPPs)
 - Spill Prevention, Control, and Countermeasure (SPCC) Plans

- C. National Pollutant Discharge Elimination System (NPDES) Permit
 - Issued by States on behalf of EPA
 - Enforceable by States and EPA
 - Notice of Intent for coverage under a general stormwater permit
 - Elements of an NPDES permit

- D. Stormwater Pollution Prevention Plans (SWPPPs)
 - SWPPP overview
 - Elements of a SWPPP
 - Difference between process water and stormwater
 - Testing and monitoring required by the SWPPP
 - Pollutants of concern including pH, oil sheen, TSS
 - Potential pollutant sources

- E. Best Management Practices (BMPs)
 - BMPs overview
 - Operational BMPs
 - Source control BMPs
 - Treatment BMPs
 - Erosion and sediment control BMPs

- G. Inspections, Monitoring, and Recordkeeping

Post-training Quiz: Minimum of 25 questions with a 70% passing rate required.

APPENDIX D-2
READY MIX DRIVER TRAINING OUTLINE

Course: Approximately 30 minute on-line training program with post-training quiz to be taken annually. This course may be taken by ready-mix drivers as a substitute for the stormwater training outlined in Exhibit D-1.

Topics Covered:

- A. Clean Water Act and the NPDES Program
 - NPDES Permits for Construction Storm Water discharges
 - Permits are required for sites that are larger than one or more acres
 - Operators must prepare and comply with Stormwater Pollution Prevention Plans (SWPPPs)

- B. Jobsite Chute Rinse-off Requirements
 - Proper jobsite chute rinse-off covered by NPDES permit and SWPPP
 - Need proper communication between plant manager, dispatcher, sales manager, and driver and the customer regarding proper jobsite chute rinse-off procedures
 - Must prevent discharge to off-site surface waters, including street drains
 - Proper chute rinse-off methods may include
 - Rinse in a contained/bermed area where water can evaporate
 - Rinse into a containment system
 - Rinse into a bucket and put water back into the mixer
 - No rinse-off, scrape only
 - Chute closure devices

- C. Proper Fueling Techniques to Prevent Spills
 - Use designated fueling areas only
 - Do not "top off" tanks

- D. Proper Management and Handling of Leftover Concrete

- E. Spill Response Procedures
 - Spill response procedures
 - Spill communications and reporting
 - Documentation and recordkeeping

Post-training Quiz: Minimum of 10 questions with a 70% passing rate required.

APPENDIX E
ENVIRONMENTAL MANAGEMENT SYSTEM

I. Environmental Management System (“EMS”)

1. Definitions.

- a) “Action Plan” shall mean the plan for addressing the Audit Findings identified in the Audit Report.
- b) “Audit Finding” shall mean an instance of a Minor or Major Nonconformance identified by the EMS Auditor during the EMS Audit.
- c) “Audit Report” shall mean a report setting forth the Audit Findings of the EMS Auditor resulting from the EMS Audit.
- d) “CFEMS (Compliance Focused Environmental Management System) elements” shall mean requirements of the ISO 14001:2004 (second edition) as modified by Appendix F of the Consent Decree.
- e) “Company” shall mean the Aggregates and Concrete Division of Lafarge North America Inc., including but not limited to Lafarge Building Materials, Inc., Lafarge West, Inc., Lafarge Mid-Atlantic, LLC, and Redland Quarries NY, Inc.
- f) “Corrective Measures” shall mean those measures or actions to be carried out by the Company which are necessary to address the Audit Findings.
- g) “EMS Auditor” shall mean the independent third-party auditor hired by the Company and approved by EPA to conduct the EMS Audit.
- h) “EMS Consultant(s)” shall mean Evan Jones, Golder Associates, Inc., who has been selected by the Company to perform the Initial EMS Review and Evaluation and/or assist the Company in developing and implementing the EMS required by this Consent Decree. Should the Company need to change the EMS Consultant or add an additional EMS Consultant(s), the Company shall submit to EPA the identity of the proposed EMS Consultant(s) for EPA’s review and approval. The notification shall include: (a) the name, affiliation, and address of the Proposed EMS Consultant(s); (b) information demonstrating how each Proposed EMS Consultant(s) satisfies the EMS auditor qualification requirements of Table 1 in ISO 19011 (First edition, 2004-10-01) and has experience in developing and implementing an EMS; and (c) information demonstrating that the team conducting the Initial EMS Review and Evaluation, in composite, has a working process knowledge of Company operations, and has a working knowledge of federal and state Environmental Requirements which apply to the Company operations.

- i) "Environmental Requirements" shall mean the material and applicable federal, state, and local environmental statutes and regulations, including permits and enforceable agreements between the Company and the respective environmental regulatory agency(ies).
 - j) "Major Nonconformance" shall mean: i) a failure to include in the EMS design any of the CFEMS elements; ii) a failure to implement a CFEMS element such that the EMS or a CFEMS element no longer functions; or iii) a number of Minor Nonconformances that, when taken as a whole, cause the EMS or a CFEMS element to no longer function.
 - k) "Minor Nonconformance" shall mean: i) an isolated or small subset of actions that do not conform to the requirements of the EMS, but for which there are a greater number of instances of similar nature that do conform to the EMS requirements; ii) partially effective or partially complete implementation of a CFEMS element such that the CFEMS element is functional but further improvements are required; or iii) any other nonconformance that is not of the severity to meet the definition of a Major Nonconformance, but which should be corrected in order to achieve conformance to the EMS.
2. EMS Development and Implementation. The Company, assisted by the EMS Consultant(s), shall develop, implement, and maintain for the Company an EMS which addresses, at a minimum, the CFEMS elements as set forth below.
 3. EMS Manual. Within six (6) months of the Effective Date of the Consent Decree, the Company shall submit to EPA for review and approval, an EMS Manual which describes and documents the EMS and contains an EMS implementation schedule for each of the described systems and subsystems not already fully implemented. The EMS Manual shall describe or contain, as appropriate, overarching policies, procedures, and programs that compose the company-wide EMS framework, and respective management systems, subsystems, and tasks for the CFEMS elements.
 4. EMS Manual Approval. EPA shall approve the EMS Manual if it satisfactorily addresses the CFEMS elements. If Lafarge updates the EMS Manual prior to the EMS Audit set forth in Paragraph 9, the EMS Manual shall be resubmitted and approved by EPA. The most current approved EMS Manual shall be used during the EMS Audit as further described below in Paragraphs 6 to 12. Once the EMS Manual is approved as set forth above, the Company shall commence implementation of the EMS in accordance with the schedule proposed by the Company with its submission of the EMS Manual.
 5. Status Reports. The Company shall submit implementation status reports to EPA on a quarterly basis (i.e., reports due in January, April, July, and October), beginning not earlier than ninety (90) days following the approval of the EMS Manual. The status reports shall be due on the 15th day of the reporting month

and every quarter thereafter until EMS implementation is complete as set forth below in Paragraph 15.

6. EMS Auditor.
 - a) In accordance with the schedule set forth in the approved schedule set forth in the EMS Manual, the Company shall propose to EPA for its review and approval, the selection of an independent EMS Auditor who: (a) was not involved in the Initial EMS Review and Evaluation; (b) meets the qualification requirements of ISO 19011 (First edition, 2002-10-01); and (c) has expertise and competence in the regulatory programs under federal and state environmental laws; and (d) has at least a bachelor's degree from an accredited institution. In addition, the Proposed EMS Auditor must be capable of exercising independent judgment and discipline in performing an EMS Audit for the Company, as described in Paragraph 9 below. The EMS Auditor must have no direct financial stake in the outcome of the EMS Audit conducted pursuant to this Consent Decree. If the Company has or has had any other contractual or financial relationship with the Proposed EMS Auditor, the Company shall disclose to EPA such past or existing contractual or financial relationships when the Proposed EMS Auditor(s) is identified.
 - b) EPA shall notify the Company whether the Proposed EMS Auditor meets the qualifications set forth in the previous Paragraph. If EPA determines that the Proposed EMS Auditor does not meet the qualifications set forth in the previous paragraph, or that past or existing relationships with the Proposed EMS Auditor would affect the EMS Auditor's ability to exercise the independent judgment and discipline required to conduct the EMS Audit, such Proposed EMS Auditor shall be disqualified and another EMS Auditor shall be proposed by the Company within thirty (30) days of the Company's receipt of EPA's determination. Both the Company's initial proposal and EPA's review of any different Proposed EMS Auditor shall be governed by Paragraphs 6.a. and 6.b. of this Consent Decree.
 - c) Within ten (10) business days of the date that Proposed EMS Auditor is approved as set forth in Paragraphs 6.a and 6.b. above, the Company shall retain the Proposed EMS Auditor, thereafter designated the "EMS Auditor," to perform an EMS Audit as further described in Paragraph 9 below.
 - d) Site-Specific Environmental, Health, and Safety Training Requirements. The Company shall identify site-specific environmental, health, and safety training requirements for the EMS Auditor(s), and shall ensure that the requirements are met prior to conducting the EMS Audit.
7. Draft EMS Audit Plan. The Company shall require the EMS Auditor to prepare a draft EMS Audit Plan and provide it to the Company and EPA for review and

comment. The audit criteria shall be consistent with the CFEMS elements, the current EPA-approved EMS Manual, and any other EMS standards or criteria deemed appropriate by the Company. The Draft EMS Audit Plan shall contain a proposed sampling strategy (e.g. number and type of Company facilities to be included in the EMS Audit). The EMS Audit Plan shall also provide for an evaluation of the adequacy of EMS implementation relative to the audit criteria, from top management down, and to identify areas of Major and Minor Nonconformance. The Draft EMS Audit Plan shall be submitted within sixty (60) days following the EPA's approval of the EMS Auditor pursuant to Paragraphs 6.

8. Final EMS Audit Plan. EPA shall approve the Draft EMS Audit Plan if it satisfactorily addresses the elements of this paragraph. If EPA provides comments to the Draft EMS Audit Plan, within thirty (30) days of receipt of EPA's comments the Company shall direct the EMS Auditor to develop a Final EMS Audit Plan that incorporates EPA's comments which shall be followed during conduct of the EMS Audit performed pursuant to this Consent Decree. The Company shall direct the EMS Auditor to concurrently submit the Final EMS Audit Plan to EPA and the Company upon completion. The EMS Audit shall commence within sixty (60) days of submission of the Final EMS Audit Plan.
9. EMS Audit. Within sixty (60) days after the Company's receipt of EPA's approval of the Final EMS Audit Plan, the EMS Auditor shall begin the EMS Audit to be conducted in accordance with ISO 19011 (First edition, 2002-10-01). The EMS Auditor shall assess conformance with the criteria specified in Paragraph 7, and shall determine the following:
 - a) Whether there is a defined system, subsystem, program, or planned task for the respective EMS element;
 - b) To what extent the system, subsystem, program, or task has been implemented, and is being maintained;
 - c) The adequacy of each operation's internal self-assessment procedures for programs and tasks composing the EMS;
 - d) Whether the Company is effectively communicating Environmental Requirements to affected parts of the organization, or those working on behalf of the organization;
 - e) Whether further improvements should be made to the EMS to better conform to the audit criteria;
 - f) Whether there are observed deviations from the Company's written requirements or procedures; and
 - g) Whether continual improvement is occurring.
10. EMS Audit Participation. Designated representatives from the EPA and the Company may participate in the EMS audit as observers, but may not interfere with the independent judgment of the EMS Auditor. The Company shall notify EPA at least ten (10) days before the commencement of the on-site portion of the EMS Audit to designated regulatory contacts regarding audit scheduling in order to make arrangements for observers to be present.

11. EMS Audit Report. The Company shall direct the EMS Auditor to develop and concurrently submit an EMS Audit Report to the Company and EPA for the EMS Audit as required by this Consent Decree, within ninety (90) days following the completion of the on-site portion of the audit. The EMS Audit Report shall present the Audit Findings and shall contain the following information:
 - a) Audit scope, including the period of time covered by the EMS Audit;
 - b) The date(s) the on-site portion of the EMS Audit was conducted;
 - c) Identification of the EMS Audit team members;
 - d) Identification of the Company representatives and regulatory agency personnel observing the EMS Audit, if any;
 - e) The distribution list for the EMS Audit Report;
 - f) A summary of the EMS Audit process, including any obstacles encountered;
 - g) Detailed Audit Findings, including the basis for each finding;
 - h) Identification of any Audit Findings corrected during the EMS Audit, and a description of the corrective measures and when they were implemented; and
 - i) Certification by the EMS Auditor that the EMS Audit was conducted in accordance with the provisions of this Consent Decree.
12. Time Extension for EMS Audit Report. If the EMS Auditor believes that additional time is needed to analyze available information or to gather additional information, the Company may request that EPA grant the EMS Auditor such additional time as needed to prepare and submit the Audit Report. EPA's decision whether to grant additional time shall be subject to the dispute resolution provisions of the Consent Decree.
13. Draft Audit Response and Action Plan. Upon receiving the Audit Report, the Company shall review and evaluate the Audit Findings and any need for conducting a root cause analysis of the identified Audit Findings. Within ninety (90) days of receiving the Audit Report, the Company shall develop and submit to EPA for review and comment a response to the EMS Audit Report, (the "Draft Audit Response and Action Plan"). The Draft Audit Response and Action Plan shall provide a response to the Audit Findings identified in the EMS Audit Report and provide an Action Plan for expeditiously correcting all Minor and Major Nonconformances. The Draft Audit Response and Action Plan shall include, as appropriate, the result of any root cause analysis, specific deliverables, responsibility assignments, and an implementation schedule for the identified actions and measures.
14. Final Audit Response and Action Plan. EPA will provide comments on the Draft Audit Response and Action Plan. The Company shall, within thirty (30) days of receipt of EPA's comments on the Draft Audit Response and Action Plan, submit to EPA a Final Audit Response and Action Plan which addresses EPA's comments. Once finalized, the Company shall implement the Final Audit Response and Action Plan in accordance with the schedules set forth therein.

15. Certification of Completion of Final Audit Response and Action Plan. Following the correction of all Major Nonconformances identified in the Final Audit Response and Action Plan, the Company shall provide a certification to EPA that such corrections have been completed.
16. Any disagreement between EPA and the Company regarding EPA's comments to any of the draft documents required by this EMS Section, including but not limited to the EMS Manual, EMS Audit Plan, and the Audit Response and Action Plan, shall be subject to the dispute resolution procedures in the Consent Decree.

APPENDIX F
SUPPLEMENTARY REQUIREMENTS FOR ISO 14001-2004 (SECOND EDITION)

4.3.1 Environmental Aspects

Add new second paragraph after “b” as follows:

Consistent with 4.5.3, the aspects/impacts assessment carried out pursuant to this section 4.3.1 shall specifically include, at a minimum, identifying activities, products, or services where equipment malfunctions and deterioration, operator errors or deliberate malfeasance are causing, or have the potential to cause: (1) unplanned or unauthorized releases of hazardous contaminants to the environment; (2) a threat to human health or the environment; or (3) noncompliance with Environmental Requirements.

4.3.2 Legal and Other Requirements

Add new subsections as follows:

- (c) To communicate those requirements to affected organization personnel or those acting on its behalf (i.e., those who function as de facto employees). Information about applicable Environmental Requirements shall be used to plan, develop, and implement ongoing routine evaluation of compliance, consistent with 4.5.2, to ensure that the organization’s activities conform to those requirements.
- (d) For prospectively identifying and obtaining information about changes and proposed changes in legal requirements, and incorporating those changes into the EMS (i.e., regulatory “change management”).
- (e) For communicating with regulatory agencies regarding Environmental Requirements and regulatory compliance.

4.3.3 Objectives, Targets, and Programme(s)

To end of second paragraph add:

Targets and objectives shall include, where appropriate, actions which reduce the risk of noncompliance with Environmental Requirements and minimize the potential for unplanned or unauthorized releases.

4.4.1 Resources, Roles, Responsibility and Authority

Add to end of first paragraph as follows:

Management shall integrate environmental planning into organizational decision-making, including plans and decisions on capital improvements, product and process design, training programs and maintenance activities.

4.4.2 Competence, Training, Awareness

Add to end of first paragraph

This requirement shall also extend to any person within the organization who is responsible for environmental compliance and has the direct potential to cause noncompliance with Environmental Requirements.

4.4.3 Communication

Replace opening paragraph and subsection as follows:

With regard to its environmental aspects, compliance with Environmental Requirements, and the EMS, the organization shall establish and maintain procedures for:

- (a) An ongoing means of internal communication regarding environmental issues and information among the various levels and functions of the organization, to include all organization personnel and those working on its behalf, and a means for receiving, documenting, and responding relevant communication from those individuals.

Add new subsection as follows:

- (c) As appropriate, implementing and maintaining security measures to prevent unauthorized disclosure of environmental management system information (including audits and reviews) and documentation, which shall include protocols for responding to inquiries and requests for release of information.

4.4.6 Operational Control

Add new subsections as follows:

- (d) Conducting and documenting routine, objective, self-inspections by supervisors and trained staff to check for malfunctions, deterioration, worker noncompliance with operating criteria, unusual situations and unplanned or unauthorized releases.
- (e) Developing, implementing, and maintaining a “management of change” procedure to incorporate identification and consideration of legal requirements and environmental aspects during the planning and design of new and/or changes to buildings, operations, processes, equipment, maintenance activities, and products.

4.4.7 Emergency Response and Preparedness

Add to end of first paragraph

The procedures shall address internal and external reporting of environmental incidents and noncompliance with Environmental Requirements.

4.5.2.1 Evaluation of Compliance

Add new paragraphs following the first paragraph as follows:

The compliance evaluations shall include:

- (a) A compliance audit conducted at least annually of a selected number of facilities, by an auditor(s) independent of the facilities being audited. The scope of the compliance audit and schedule, which shall be risk-based, will be set forth in the EMS Manual. Evaluation results are reported to senior management and nonconformities (i.e., instances of noncompliance) are addressed through the process developed pursuant to element 4.5.3, below. The organization's annual compliance audit workplan, including any schedule, shall be based on the legal requirements applicable to the evaluated facility, and the results of previous audits.
- (b) Conducting and documenting routine, objective, self-inspections by supervisors and trained staff.

APPENDIX G
SUPPLEMENTAL ENVIRONMENTAL PROJECT DESCRIPTION
BREEZY GROVE PROPERTY CONSERVATION EASEMENT

Lafarge currently owns parcels of property totaling approximately 143 acres of property located on the south side of the Ball Road just east of the intersection with Reels Mill Road in Frederick County, Maryland, a suburb of Washington, D.C. See Figure 1 – Breezy Grove Location Map. The property is known as Breezy Grove because it was once operated as the Breezy Grove Campground. As a supplemental environmental project (“SEP”), as set forth herein, Lafarge has agreed to protect this property by recording a conservation easement in the form attached hereto or provided to EPA for approval within 30 days after the Consent Decree is lodged, perpetually preserving the property as green space.

SEP Description

This SEP is composed of several undeveloped parcels of property totaling approximately 143 acres. Lafarge shall execute and record a conservation easement that will protect approximately 141.24 acres of that property, excluding several existing roads and an approximate two-acre area in the center of the property. See Figure 2 – Breezy Grove Conservation Area. The Breezy Grove property is located near Lafarge’s Frederick quarry, and both are adjacent to the Monocacy River. The Monocacy River is a tributary of the Potomac River, which drains into Chesapeake Bay¹ and ultimately into the Atlantic Ocean. The Monocacy River is the largest tributary of the Potomac River, covering approximately 800 of the 14,000 square miles that make up the Potomac basin. Almost 75% of the land included in the Monocacy watershed is located within Maryland, and 56% of this land is located within Frederick County.

The preservation of Breezy Grove in its current undeveloped state is an attractive SEP due to its ecological and historical significance. The property consists of a forested, riparian zone along Tabler Run, a tributary of Bush Creek. The Bush Creek watershed encompasses 12,800 acres, all of which empties into the Monocacy River. The photo provided in Figure 3 is of Bush Creek, just below the confluence with Tabler Run and within one-half mile of Breezy Grove.

Less than a mile from the spot where the Figure 3 photo was taken, Bush Creek flows through the Monocacy National Battlefield (the “Battlefield”), a 1,647-acre park operated by the

¹ The Chesapeake Bay is North America’s largest and most biologically diverse estuary, home to more than 3,700 species of plants and animals. It is about 200 miles long, contains more than 11,000 miles of tidal shoreline, and is fed by 100,000 creeks, streams and rivers. The watershed spreads over 64,000 square miles and includes parts of six states – Delaware, Maryland, New York, Pennsylvania, Virginia, West Virginia – and all of the District of Columbia. Approximately 17 million people live within the Bay watershed. The Bay provides significant economic and recreational benefits, estimated to exceed \$33 billion annually, to the watershed’s population. The Bay and its tidal tributaries are threatened by pollution from a variety of sources overburdened with nutrients (nitrogen and phosphorus) and sediment. Excess nutrients fuel harmful algal blooms that rob the water of oxygen while sediment blocks sunlight from reaching underwater bay grasses. The main sources of nitrogen, phosphorus and sediment are agriculture, the largest source, urban and suburban runoff, wastewater, and airborne contaminants.

National Park Service (“NPS”), before joining the Monocacy River. Attached as Figure 4 is a satellite image showing the location of the Breezy Grove property, the Lafarge Frederick quarry, the Battlefield, and the City of Frederick, Maryland. The Battlefield was designated as a National Historical Landmark in 1973 and placed on the National Register of Historic Places in 1975. The Battlefield preserves the area where the Civil War Battle of Monocacy occurred, which became known as “The Battle that Saved Washington, D.C.” In addition to its historical significance, the Battlefield is home to more than 250 species of plants and over 175 species of fauna.

The Bush Creek watershed, for all its environmental attributes, faces tremendous pressure from the rapid commercial and residential development that has occurred, and is planned, in Frederick County. The impacts of this growth on water quality in the watershed have been extensively documented in studies commissioned by local governments. Threats to the watershed include sediment deposition, alterations of natural flow regimes, elevated nutrient concentrations from surrounding agricultural operations, and physical habitat degradation.

The preservation of Breezy Grove is designed to benefit the Bush Creek watershed in a number of ways including, but not limited to, the following:

- Limit development in the watershed in an environmentally sensitive, riparian area along one of Bush Creek’s tributaries, Tabler Run;
- Preserve the ecological services provided by forested riparian areas, such as the maintenance of natural flow regimes, prevention of soil erosion and sedimentation, and the filtering of non-point source pollution;
- Limit impervious surfaces in the watershed that lead to increased pollutant runoff;
- Support the efforts of Frederick County and the Monocacy and to ensure that the Bush Creek watershed will remain a source of water supply for current and future generations; and
- Protect the significant historical and ecological resources of the Battlefield from encroaching development.

Property Value

The estimated value of the Breezy Grove property, which is based on the highest and best use of the property as development property for residential development, from an appraisal provided to EPA, is \$2.0 million.

Conservation Easement

Within one hundred and twenty (120) Days after entry of the Consent Decree, Lafarge shall record the conservation easement on the Breezy Grove property in the form attached hereto or provided to EPA for approval within 30 days after the Consent Decree is lodged, covering

approximately the area identified in Figure 2, which was agreed upon by Lafarge and EPA and MDE, unless Lafarge, EPA, and MDE agree in writing to modifications to the agreed-upon easement. Nothing in this Consent Decree shall prevent Large from selling, donating, or otherwise transferring the Property subject to the conservation easement.

Figure 1 – Breezy Grove Location Map



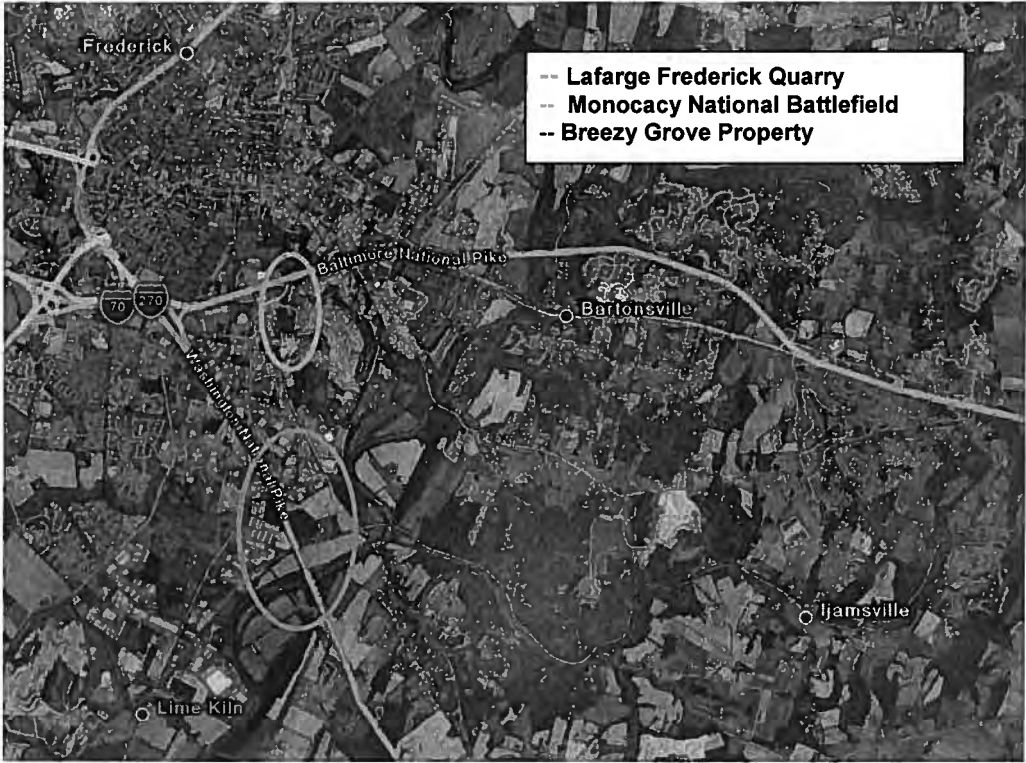
Figure 2 – Breezy Grove Conservation Area



Figure 3 – Bush Creek Photograph



Figure 4 – Location of Breezy Grove
in relation to the Monocacy National Battlefield



NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 2011, by and between LAFARGE MID-ATLANTIC, LLC, a Delaware limited liability company, having an address at 300 East Joppa Road, Suite 200, Towson, Maryland 21286 (collectively, "Grantors") and MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032 ("MET") (collectively, "Grantees").

WHEREAS, this Conservation Easement is based upon a form which assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, MET, created pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland, is charitable in nature. It was established to conserve, improve, stimulate, and perpetuate the aesthetic, natural, health and welfare, scenic and cultural qualities of the environment, including, but not limited to, land, water, air, wildlife, scenic qualities, open spaces, buildings or any interest therein, and other appurtenances pertaining in any way to the State.

WHEREAS, Grantors own in fee simple 143.4 acres, more or less, of certain real property in Frederick County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Genstar Stone Products Company, a Delaware corporation by The Flintkote Company, a Delaware corporation by Deed dated October 27, 1986 and recorded among the Land Records of Frederick County, Maryland in Liber 1373, Folio 774 (the "Property"). The address of the Property is Ball Road, Frederick, Maryland 21704. The Property consists of two parcels identified on tax map 87, grid 20 parcel 110 as parcel identification numbers 07-195427 (approximately 76.40 acres) and 07-195435 (approximately 67.00 acres).

WHEREAS, Genstar Stone Products Company, a Delaware corporation, changed its name to Redland Genstar, Inc. by Certificate of Amendment dated October 17, 1995, filed October 18, 1995. Redland Genstar, Inc., a Delaware corporation, changed its name to Lafarge Mid-Atlantic, Inc., a Delaware corporation, by certificate of Amendment effective on June 30, 2003, filed June 6, 2003. Lafarge Mid-Atlantic, Inc. converted to a Delaware limited liability company known as Lafarge Mid-Atlantic, LLC by Certificate of Conversion and Certificate of

Formation, both dated and filed on December 29, 2005, being effective on January 1, 2006.

WHEREAS, the Property consists of approximately 140 acres of woodlands; a portion of Tabler Run; relatively natural habitat for forest interior dwelling bird species ("FIDS"); and over 2,400 feet of scenic value of significant public benefit along Ball Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below. Grantors thus intend to grant this Conservation Easement with respect to the Property to further the preservation and conservation of the Property and the goals of Grantees.

WHEREAS, Grantees intend hereby to accept this Conservation Easement and to hold such Conservation Easement exclusively for conservation purposes. Grantees are able to monitor and enforce such Conservation Easement.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein. This Conservation Easement is being granted by Grantor pursuant to a Consent Decree among the Grantor and the U.S. Environmental Protection Agency and the State of Maryland, among others. As an absolute gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions in this Conservation Easement (the "Provisions"), Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity, this Conservation Easement of the nature and character and to the extent set forth below, with respect to the Property.

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following conservation attributes, as further set forth in Exhibit B: (1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; and (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit ("Conservation Attributes").

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with

these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein, including but not limited to those which may be constructed on the Property in the future.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and industrial uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantees in writing before undertaking such activity. Except for emergency and maintenance vehicles, motorized vehicles are only allowed in designated parking areas and reasonable means of access thereto.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry. Agricultural uses and activities are permitted in areas of the Property which are not Woodland Areas (as that term is defined in Article III.K below) on a Commercial (as defined below) or non-Commercial basis; provided however that Commercial (as defined below) small animal kennel operations are prohibited.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are directly related to Grantors’ mission. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property and shall not harm the Conservation Attributes. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, or an at-home child day care; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of Structures (as that term is defined below) used for Agriculture (for example: farm machine repair shop or seed and

mineral shop);

(3) Seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride)

(4) Production/processing (within a permitted Structure) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof;

(5) Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C(4) above;

(6) Commercial services related to Agriculture limited to equestrian and dog sports, events, and shows, boarding (except for dogs), the training of horses/ponies and riders and dogs, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors or through their contractors. Structures associated with these uses must be permitted according to Article III.E (3) below.

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, horseback riding, bike riding, ziplines, ropes courses, historic interpretation, camping, and cross country skiing. Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property; provided, however, that any Removal (as defined below) in Woodland Areas (as defined below) to accommodate a Passive Recreational use or Non-Residential Structure for Passive Recreational use shall be in accordance with Article II(K). Athletic fields and golf courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures. Structures,

Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit") to be located within the Development Zone as shown on Exhibit G attached hereto. The permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The relocation of a Primary Dwelling Unit or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below. The Primary Dwelling Unit may not exceed a gross floor area of two thousand five hundred (2,500) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements and attics.

(2) Zero (0) Dwelling Unit accessory in nature to a Primary Dwelling Unit.

As pertaining to Art. III.E(1) and (2) above, the total number of all Dwelling Units on the Property shall never exceed one (1), and the location of any new Structure containing a Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below.

(3) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the Primary Dwelling Unit and located within the Development Zone rectangle as shown on Exhibit E attached hereto (for example: detached garage; well house; pool house; swimming pool; and equipment and storage sheds);

(4) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property. The location of an Agricultural Structure greater than 400 square feet shall be subject to Grantees' approval as further set forth in Article V below;

(5) Non-residential Structures designed, constructed and utilized in connection with the Passive Recreational uses and activities of the Property (by way of example and not by way of limitation: a nature center with gift shop, pavilion, kiosks, foot bridges over Tabler Run, a first aid station, camping shelters, equipment and storage sheds, and Structures related to hunting such as deer stands, duck blinds, etc.); provided that no enclosed Structure outside of the Development Zone shall exceed 400 square feet with the exception of the Pavilion listed in Exhibit C which is outside of the Development Zone which is currently under 1600 square feet and shall not be enlarged. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(6) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses (including but not limited parking areas for Passive Recreational activities and reasonable means of access for emergency and maintenance vehicles); provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below;

(7) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement, and in accordance with Article III.N below; and

(8) Trails for Passive Recreational activities with benches and directional signs.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed primarily for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations). Cellular communication Structures and systems are prohibited. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of the Grantees, as per Article V.B.(ii).

H. Subdivision. "Subdivision (or "Subdivided" as the case may be) means the division, partition, subdivision or boundary line adjustment of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years.

(1) With the approval of Grantees in accordance with the provisions of Article V below, Grantors may Subdivide one (1) lot from the Property, provided that the Subdivided lot is no less than thirty (30) acres and no more than seventy (70) acres and is consistent with the following: (1) Subdivided in a manner to minimize, to the extent possible, impact to Conservation Attributes; (2) does not divide the Development Zone; (3) minimizes, to the extent possible, the amount of Means of Access needed to access said lot; and (4) does not create the

need for right-of-way access through any other part of the remaining Property. The newly Subdivided lot may be separately owned.

(2) Except as provided for in Article III.H.(1), Subdivision is prohibited; provided, however, that Grantees may approve the further Subdivision of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. Grantors shall maintain a one-hundred (100) foot vegetative buffer strip along each side of Tabler Run on the Property; Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) water-dependent Passive Recreational uses and associated Structures (including by way of example foot bridges over Tabler Run, hiking paths designed and constructed specifically to resist erosion and minimize the degradation of stream water quality, and duck blinds), subject to Grantees approval, per Article V below; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.K below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (7) the existing Pump house located within the buffer, as described in Exhibit C. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for re-vegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, the maintenance of Agricultural drainage ditches, and other permitted activities described herein (e.g., stream crossings), the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Forest Management.

(1) "Woodland Areas" is hereby defined as a biological community dominated by trees and other woody plants covering a land area of one acre or greater, or a land area of one acre or greater which formerly had such a biological community and is not currently developed, cleared for Agricultural use, or otherwise converted. Within fourteen (14) months of the execution of this Conservation Easement, Grantors shall be and shall remain in compliance with a Forest Stewardship Plan (the "Forest Plan") that pertains to the Woodland Areas (as hereinafter defined) of the Property. The Forest Plan must at all times be reasonably current, but in no event more than fifteen (15) years old. The Forest Plan shall be prepared by either the Maryland Department of Natural Resources Forest Service, or by a forester licensed and registered in Maryland. A copy of the Forest Plan shall be provided to Grantees no later than thirty (30) days after its completion. The primary objective of the Forest Plan shall be natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality, with particular emphasis on the conservation of FIDS habitat. At a minimum, the

Forest Plan shall include:

(i) An inventory of any physical and natural features of the Property (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(ii) A vegetation map and possibly a soils map and topographic map;

(iii) An access plan for the Property, including all areas to be commercially managed;

(iv) Erosion control measures, specifically addressing water bodies and Wetland areas; and

(v) A management strategy for sensitive habitats such as riparian areas (including the need to leave cover over water bodies and plans for the control or removal of invasive and exotic species and dead, diseased, or infested trees), rare, endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above.

(2) There shall be no burning, mowing, cutting, removal, or destruction (collectively, "Removal") of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") in the Woodland Areas unless:

(i) Grantors and said activity are in full compliance with the Forest Plan; and

(ii) Said activity is in compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland* ("Guidelines"), prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

(3) Notwithstanding the above, the Removal of Vegetation in the Woodland Areas is allowed for:

- (i) non-residential Structures for Agriculture;
- (ii) Passive Recreation;
- (iii) food plots; and/or
- (iv) hunting.

provided, however, that such Removal shall be consistent with Conservation Attributes set forth herein and in Exhibit B and with the primary objective of the Forest Plan, in particular FIDS habitat.

L. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed on the Property except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

M. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of surface and sub-surface mining is prohibited.

N. Visual Screening. In order to maintain the scenic view of the Property from Ball Road set forth as a Conservation Attribute in Exhibit B, Grantors shall not erect, construct, assemble, or plant visual screening, including but not limited to stockade fences, tall berms, and dense hedges, that would substantially block views of the Property from such public roadways or waterways.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property and/or other permitted uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; (7) directional signs to mark or serve such other purposes incidental to the Passive Recreational activities and/or (8) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantees encourage in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet; provided, however, that one (1) sign of eight (8) feet by eight (8) feet is permitted. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5), (7) and (8) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. 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 the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantors hereby grant to Grantees all 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 other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions Grantees must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- Location of any new Structure containing a Dwelling Unit outside of the Development Zone, as per Article III.E(1);
- Location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E;
- Conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E;
- Location of any Agricultural Structure, as per Article III E (4);
- Location of a new Means of Access to a Dwelling Unit, as per Article III.E(6);
- Size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(6);
- Access across the Property for utilities or roadways serving another property, as per Article III.G; and
- Subdivision of the Property, as per Article III.H; and
- Structures associated with water-dependent Passive Recreational uses, located within the 100-foot buffer strip, as per Article III.I (2).

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may reasonably need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require that Grantors submit additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

(1) In evaluating the Request, each Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement; provided, however, that such approval shall not be unreasonably withheld or delayed.

(2) If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

- Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
- Can the project be located in an alternative site without significant expense to a public agency;
- Has the project received the written support of a state or local government;
- Does the project maximize the use of concealment methods, if applicable;
- Is the location of the project acceptable to Grantees;
- Will the project provide a private benefit to Grantors;
- Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
- Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

(3) If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property

interest in the portion of the Property at issue must join in the submission before it will be deemed a Request. If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

C. Grantees shall each provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act and respond within the time provided shall be deemed an approval by such Grantee.

D. If Grantors disagree with the written decision by the Grantees above in Art. V.C. above, Grantors shall provide written notice to Grantees within thirty (30) days. The parties agree to mediate the dispute in good faith for thirty days, unless the time for mediation is extended by mutual agreement of the parties. If at the end of the mediation period the parties have not reached an agreement, Grantors may seek relief from a court of competent jurisdiction.

E. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantees may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantees and their employees and agents shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Grantees shall provide prior written notice to Grantors at their last known address; provided, however, if Grantees reasonably determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, such prior written notice is not required. In that event, Grantee shall provide immediate written notice that Grantee accessed the Property, and the basis relied upon for determining that such immediate entry was necessary. In the course of any inspection, Grantees may inspect the interior of Buildings and Structures permitted by Article III.E (3), III.E (4), and III.E (5) for the purpose of determining compliance with this Conservation Easement.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Grantees may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by *in rem*, *quasi in rem* or *in personam* jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Grantees shall give written notice to Grantors and provide a reasonable time for cure; provided, however, that Grantees need not provide such notice and cure period if Grantees determine that immediate action is required to prevent,

terminate, or mitigate a suspected or actual breach of this Conservation Easement. Grantees' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and 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 by a court of competent jurisdiction, Grantors shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Grantees to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

ARTICLE VII. NO PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter or otherwise go upon the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

A. The parties acknowledge that Exhibits A – E (collectively, the "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

(1) Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.

(2) Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of three (3) pages.

(3) Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

(4) Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of the Maryland Environmental Trust and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the image numbers, vantage points, and image descriptions is recorded herewith. Exhibit D consists of twenty-five (25) color digital images and two (2) pages.

(5) Exhibit E: Aerial Photograph of the Property is not recorded herewith but 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.

(6) Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only 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.

(7) Exhibit G: Location of Development Zone is not recorded herewith but 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 G consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantees with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantees under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders, if any, has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The grantors who signed this Conservation Easement on the date set forth above ("Original Grantors") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that to their knowledge without

investigation is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. TERMINATION

A. As set forth in Article I above, this Conservation Easement is granted in perpetuity. Grantees have determined that the Conservation Attributes set forth in Exhibit B constitute a valued public purpose worthy of permanent protection. Notwithstanding the preceding two sentences, this Conservation Easement may be terminated only due to extraordinary circumstances and only by way of Article X. A. (1) or (2) below.

(1) Judicial Extinguishment. This Conservation Easement may be extinguished, other than as set forth in Art. X.A (2) below, only if a court with jurisdiction, at the joint request of Grantors and Grantees, determines that conditions on or surrounding the Property have changed such that it has become impossible or impractical to fulfill the Conservation Purpose.

(2) Condemnation. This Conservation Easement may be terminated through condemnation proceedings if condemnation of a part or all of the Property by a public authority renders it impossible or impractical to fulfill the Conservation Purpose. Grantees may, at their option, join in the negotiations or proceedings at any time to object to the taking and to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds.

B. Proceeds. The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value at least equal to the ratio of the value of this Conservation Easement on the effective date of this grant to the value of the Property without deduction for the value of the Conservation Easement on the effective date of this grant. If this Conservation Easement is terminated in whole or in part, whether by judicial extinguishment or condemnation, Grantees shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the proportion that the value of this Conservation Easement at the time of extinguishment or condemnation bears to the then value of the Property as a whole. Such proceeds received by Grantees shall be used by Grantees in a manner consistent with the Conservation Purpose of the original contribution. This paragraph is subject to any applicable Maryland or Federal statutes, including but not limited to Section 12-104(g) of Real Property Article, Ann. Code of Maryland.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any organization with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, Grantors and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) No amendment shall be allowed if it would adversely affect the qualification of this Conservation Easement or the status of Grantees under any applicable state or federal law;

(2) No amendment shall be allowed if it would create private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested;

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation

would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X.B above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6). Proposed amendments that exceed the discretion granted to the Grantors and Grantees pursuant to this Provision are permitted only if they are authorized by a Maryland court having jurisdiction, and in evaluating any such proposed amendment, the court shall apply the law of charitable trusts as then in effect in the State of Maryland. Nothing in this Article XI.B shall require Grantors or Grantees to (i) agree to any amendment; or (ii) consult or negotiate regarding any amendment.

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property. In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (1) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (2) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. 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 Real Property Article, Ann. Code of Maryland as may be amended from time to time, and the Conservation Purpose. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose described in this Conservation Easement.

E. Entire Agreement and Severability. 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 this 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.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of Frederick County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantees. 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

or to such other addresses as Grantees may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantees.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. 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 Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions 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.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted against the claims of all persons claiming by, through, or under Grantors and that they will execute such further assurances of the same as may be requisite.

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

**** Signatures follow on next page****

GRANTOR:

LAFARGE MID-ATLANTIC, LLC, a Delaware limited liability
company

BY: _____

Name:

Title: (CORPORATE SEAL)

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2011, before me the
subscriber, a Notary Public of the State aforesaid, personally appeared _____
(PRINT NAME), known to me (or satisfactorily proven) to be the _____
(PRINT TITLE) of LAFARGE MID-ATLANTIC, LLC, a Delaware limited liability company,
Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it
executed the same for the purposes therein contained and in my presence signed and sealed the
same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

****Additional Signatures follow on next page****

ACCEPTED BY GRANTEE:

MARYLAND ENVIRONMENTAL TRUST

BY: _____(SEAL) DATE: _____
Elizabeth Buxton
Director

I hereby certify this deed was prepared by or under the supervision of Kristen O. Maneval, an attorney admitted to practice by the Court of Appeals of Maryland.

Kristen O. Maneval

Approved as to legal form and sufficiency this ____ day of _____, 2011.
“Approved” means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General
Kristen O. Maneval

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC, Grantors
Maryland Environmental Trust, Grantees

BASELINE DOCUMENTATION REPORT
October 25, 2011

- | | |
|-----------|--|
| EXHIBIT A | Boundary Description and Property Reference |
| EXHIBIT B | Conservation Attributes |
| EXHIBIT C | Inventory of Existing Structures |
| EXHIBIT D | Color Digital Images of the Property |
| EXHIBIT E | Aerial Photograph of the Property |
| EXHIBIT F | Tax Map Showing Approximate Location of Property |

This Baseline Documentation Report was prepared by Megan Sines, a conservation easement planner at the Maryland Environmental Trust ("Preparer"). The Preparer has been employed at the Maryland Environmental Trust for four years and has been trained to document property specific information necessary to develop this Baseline Documentation Report. The Preparer has considerable field experience and attends regular trainings, conferences, and professional development seminars to expand and enhance her skill set. In addition, the Preparer has college and/or graduate level course work in biology, hydrology, land use planning, Geographic Information Systems, and environmental planning.

Signature of Preparer

Date

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Boundary Description and Property Reference
Exhibit A
Page One of Two

Parcel A: All the tracts or parcels of land call "Altogether" situate in Urbana District and being the same tract or parcel of land designated as Lot No. 2, on the Plat and Survey made by Thomas H. O'Neal of Hugh McAller's Bush Creek land beginning in the middle of the public road at the end of 3.6 perches on the first line expressed in a deed from Richard T. Hammond to Thomas H. O'Neal and running thence with said deed allowing 4 ½ degrees for variation correcting errors (1) South 17 degrees east 176.4 perches to a planted stone at the end of the first line of Benjamin Venton's part of a tract of land called "Altogether" and with said part reversed (2) South 54 degrees east 43.3 perches to a stake at the end of the 10th line of John N. Kolb's parcel and with it two courses and distances allowing 2 ¼ degrees for variation (3) North 32 degrees east 45.12 perches to a planted stone (4) North 2 ¾ degrees east 109.7 perches to the Baltimore and Ohio Railroad, thence (5) South 79 ¾ degrees east 23 ½ perches to the center of the County Road and with it seven courses and distances (6) North 71 ½ degrees west 8 perches (7) North 48 ¾ degrees west 19/4 perches (8) North 57 ½ degrees west 11 perches (9) North 66 ¾ degrees west 26 perches (10) North 56 ¾ degrees west 13.4 perches (11) North 68 degrees west 26.2 perches (12) North 58 ¼ degrees west 4.72 perches to the first mentioned place of beginning, containing 76 acres 1 rood and 23 perches of land.

Parcel B: All that parcel of land situate in Urbana District beginning at a large white oak tree standing between the stream and the road leading from Araby to Ijamsville and running thence crossing said road and binding on the western line of the Witter-Hiteshew woodland, magnetic bearings 1917 (1) South 16 degrees 52 minutes east 182 perches to a stone at the end of the seventh line of the deed from Francis Brengle from David Mahoney dated June 5, 1885, and running thence with the eighth line thereof (2) North 66 degrees 17 minutes west 51 perches to a large white oak tree at the end of the 22nd line of the deed from Samuel Wiseman to Francis Brengle sated January 12, 1884, and running thence with the 23rd and part of the 24th lines of said deed (3) North 66 degrees 17 minutes west 9 perches to a hickory tree (4) North 68 degrees 25 minutes west 68.3 perches to a stake at the end of the eleventh line of the aforesaid deed and running thence with the twelfth, thirteenth and fourteenth lines thereof correcting same (5) North 22 degrees 50 minutes east 11 perches (6) North 18 degrees 00 minutes east 11.5 perches (7) North 44 degrees 35 minutes east 22 perches to a stone intersecting the sixth line of the deed from A.J. Delashmutt to Francis Brengle sated February 11, 1884, and running thence with said line (8) North 66 degrees 00 minutes west 14.4 perches to a stone at the end of the fourth line of the 8 acre 13 perch parcel expected in the deed aforesaid and running thence by and with the fourth and third lines thereof reversed (9) North 18 degrees 00 minutes east 43.4 perches to a stone (10) North 80 degrees 55 minutes west 16.3 perches into the public road and with the same one course (11) North 9 degrees 25 minutes west 9.3 perches to the end of the third line of the deed from Dr. Franklin B. Smith to Walter J. O'Bryan and running thence with the fourth and fifth lines reversed correcting same (12) North 81 degrees 55 minutes east 21.3 perches to a

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Boundary Description and Property Reference
Exhibit A
Page Two of Two

hickory tree (13) North 9 degrees 35 minutes west 13.8 perches intersecting the fourth line of the five acre 2 roods and 34 square perches expected in the deed from Brengle to Delashmutt and running thence with the fourth and third lines reversed (14) North 83 degrees 10 minutes east 21.8 perches to a stone (15) North 30 degrees 10 minutes east 16.75 perches to a stone standing on the south side of the public road leading from Araby to Ijamsville thence (16) South 71 degrees 40 minutes east 9.8 perches to the first mentioned place of beginning, containing 67 acres of land, more or less, with a right-of-way 16 ½ feet wide running from the end of the eighth line of the above description north 66 degrees 00 minutes west 15.72 perches into the public road leading from the Urbana Pike to Reel's Mill.

BEING the same real estate that was conveyed unto Genstar Stone Products Company, a Delaware corporation, by The Flintkote Company, a Delaware corporation by deed dated October 27, 1986 and recorded in Liber 1373, folio 774, one of the Land Records on Frederick County, Maryland.

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Conservation Attributes
Exhibit B
Page One of Three

General Physical Description of the Property

The Property consists of approximately 140 acres of woodlands; a portion of Tabler Run; relatively natural habitat for forest interior dwelling bird species ("FIDS"); and over 2,400 feet of scenic value of significant public benefit along Ball Road. The Property was formerly used as a summer camp known as Camp Genstar a/k/a Breezy Grove.

1. Preservation of Open Space

a. Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit

The Property contains approximately 2,400 feet of scenic road frontage on Ball Road. The Property is an integral part of the predominantly rural forested setting of the area. The Conservation Easement will provide the permanent protection of the scenic view along the aforementioned road for the benefit of those traveling said public roads. (Source: MET Staff Site Visit August 24, 2011).

b. Pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit

i. Consistent with MET Policy

The scenic and government policy related conservation values of the Property described above are in furtherance of *The Conservation Easement Policies of the Maryland Environmental Trust* as adopted by MET on June 2, 1991 and most recently updated on November 2, 2009. MET exists pursuant to Subtitle 2 of the Natural Resources Article, to conserve natural and scenic qualities of Maryland's environment.

ii. Water Quality Protection

The Property contains approximately 3,000 linear feet of stream channels, which are protected by a 100-foot buffer strip. The existing forested buffers maintain water quality along Tabler Run, a tributary of the Monocacy River, a State designated Scenic River. Buffer strip standards are consistent with the current guidelines recommended by the Forest Service of the Maryland Department of Natural Resources for contributing to the protection of surface water quality.

iii. Furthers the goals of Senate Joint Resolution 10 (2002), which "established a statewide goal to triple the existing number of acres of productive agricultural land preserved by the Maryland Agricultural Land Preservation Foundation, GreenPrint, Rural Legacy, and local preservation programs by the year 2022."

iv. Consistent with County Comprehensive Plan

"The Lafarge Mid-Atlantic, LLC property is designated as Natural Resource on the adopted 2004 Urbana Region Plan. A conservation

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Conservation Attributes
Exhibit B
Page Two of Three

easement on the property would be consistent with both the goals and objectives of the adopted 2010 Countywide Comprehensive Plan and the specific land use designations contained in the adopted Urbana Region Plan. The long-term planning objectives for the areas designated as Natural Resource on the Comprehensive Plan are as follows:

- Protect natural resources and environmentally sensitive areas in Frederick County.
- Encourage the use of local, non-polluting, renewable and recycled resources (water, energy, food, material resources).
- Manage growth and land development in Frederick County in a manner that is in harmony with the conservation and protection of our natural environment.”

(Source: Letter from Anne Bradley, Frederick County Land Preservation Administrator dated August 17, 2011)

v. Consistent with Local Zoning

“The property is currently zoned RC-Resource Conservation. The property could potentially yield up to 14 lots. The property, as is, could potentially yield two additional agricultural accessory dwellings considered a ‘tenant house’ under current Zoning. All subdivisions are subject to meeting the requirements of the Health Department and the County Subdivision and/or Zoning Regulations.” (Source: Letter from Anne Bradley, Frederick County Land Preservation Administrator dated August 17, 2011)

2. Protection of a Relatively Natural Habitat of Fish, Wildlife, Plants, or similar Ecosystems

a. FIDS Habitat Protection

The forested area on the Property contains Forest Interior Dwelling Bird Species (FIDS) habitat. Populations of many FIDS are declining in Maryland and throughout the eastern United States. The conservation of FIDS habitat is strongly encouraged by the Department of Natural Resources. (Source: Maryland Department of Natural Resources, Green Infrastructure Report, September 1, 2011).

b. Protection of Forest with a FSP

This Conservation Easement requires that the Woodland Areas on the Property be managed pursuant to a Forest Stewardship Plan (the “Forest Plan”). The Forest Plan primary objective of the Forest Plan is Natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality, with particular emphasis on the conservation of forest interior dwelling bird species (“FIDS”) habitat. The Conservation Easement is in accordance with policies detailed in *Maryland's Strategic Forest Resource Plan 2006*, the goals of which include “... bolster[ing] conservation easement acquisition programs that

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Conservation Attributes
Exhibit B
Page Three of Three

are paramount in curbing the current decline of our forest land base,” minimizing forest fragmentation and parcelization, and maintaining Maryland’s forest-based economy.

c. Received a “Fair” Green Infrastructure Rating from DNR

The Property received a score of 11 and rating of “Fair” in the Green Infrastructure Evaluation Report. The Property contains 28 acres of total green infrastructure. Maryland's green infrastructure provides the bulk of the state's natural support system. Ecosystem services, such as cleaning the air, filtering and cooling water, storing and cycling nutrients, conserving and generating soils, pollinating crops and other plants, regulating climate, sequestering carbon, protecting areas against storm and flood damage, and maintaining aquifers and streams, are all provided by green infrastructure. (Source: Green Infrastructure Evaluation Report, Maryland Department of Natural Resources, September 1, 2011).

3. Adjacent to Other Protected Lands

There are 87 acres of protected land within one mile of the Property. The Property is in close proximity to the 47 acre MET easement owned by the Izaak Walton League (0434IWL98.FRED).

**Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Inventory of Existing Structures
Exhibit C
Page One of One**

Within Development Zone

- | | |
|------------------------|--------------------------------|
| 1. Pavilion | Permitted by Article III.E (5) |
| 2. Swimming pool | Permitted by Article III.E (5) |
| 3. Bath house | Permitted by Article III.E (5) |
| 4. Shed | Permitted by Article III.E (5) |
| 5. two (2) Pump houses | Permitted by Article III.E (5) |

Outside of Development Zone

- | | |
|------------------------------------|--------------------------------|
| 1. Pump house (within 100' buffer) | Permitted by Article III.E (5) |
| 2. Pavilion | Permitted by Article III.E (5) |
| 3. Former Outhouse | Permitted by Article III.E (5) |

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Color Digital Images of the Property
Exhibit D
Page One of Two

Image File Name: FRED-Lafarge-B20110824-(Image #).jpg		
<u>Image #</u>	<u>Vantage Point</u>	<u>Image Description</u>
001	S corner of open field N of Development Zone	Looking N open field
002	Same as above	Looking at Shed (corner point of Development Zone)
003	Driveway NW of Pavilion	Looking S at Pavilion (within Development Zone)
004	NE of Pavilion	Looking E at basketball court (within Development Zone)
005	Same as above	Looking S at Pool and Bath House (within Development Zone)
006	S of Pavilion	Looking SE at Pool and Bath House (within Development Zone)
007	S of Bath House	Looking E at Pump House (within Development Zone)
008	W of Pool	Looking W at Driveway
009	Slight SW of Pool	Looking E at trail
010	Same as above	Looking N at Pavilion (within Development Zone)
011	Trail on south side of pond	Looking N at pond
012	Trail S of pond near Tabler Run	Looking E at Pump House (outside of Development Zone) and trail
013	Same as above	Looking W towards Tabler Run
014	W of Pump House (within 100' Buffer and outside of Development Zone)	Looking NE at trail
015	E of Tabler Run, S of Development Zone	Looking SE at Tabler Run
016	Same as above	Looking E at ATV trails near Tabler Run
017	S of Pool	Looking E at Pump House #2 (within Development Zone)
018	Same as above	Looking E at Pump House #1 & #2 (within Development Zone)
019	Driveway	Looking NE at lane to Pavilion (outside of Development Zone)

Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC
Color Digital Images of the Property
Exhibit D
Page Two of Two

020	Same as above	Looking NW at Driveway leading towards Ball Road
021	Same as above	Looking SE at split in Driveway leading to the Development Zone
022	Pavilion (outside of Development Zone)	Looking NW towards open area
023	NW of driveway at Pavilion	Looking NE at Pavilion (outside of Development Zone)
024	Ball Road at Property entrance	Looking E along Ball Road
025	Same as above	Looking SE at driveway entrance on Ball Road



FRED-Lafarge-B20110824-001.JPG



FRED-Lafarge-B20110824-002.JPG



FRED-Lafarge-B20110824-003.JPG



FRED-Lafarge-B20110824-004.JPG



FRED-Lafarge-B20110824-005.JPG



FRED-Lafarge-B20110824-006.JPG



FRED-Lafarge-B20110824-007.JPG



FRED-Lafarge-B20110824-008.JPG



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FRED-Lafarge-B20110824-021.JPG



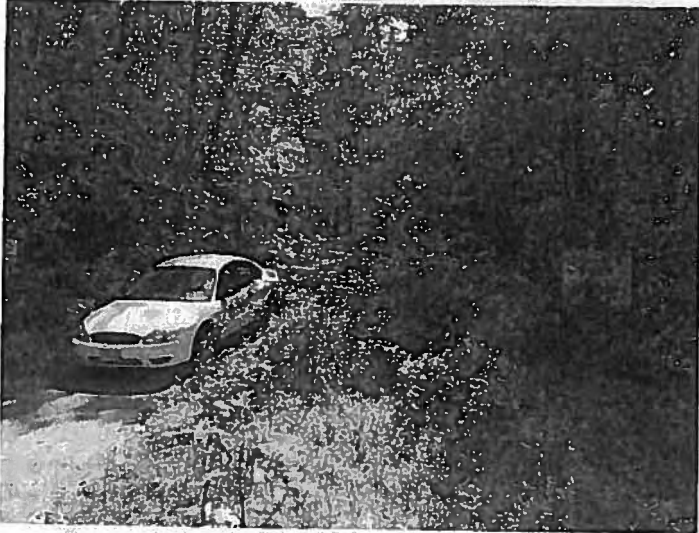
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FRED-Lafarge-B20110824-024.JPG



FRED-Lafarge-B20110824-025.JPG



**Deed of Conservation Easement
LAFARGE MID-ATLANTIC, LLC**

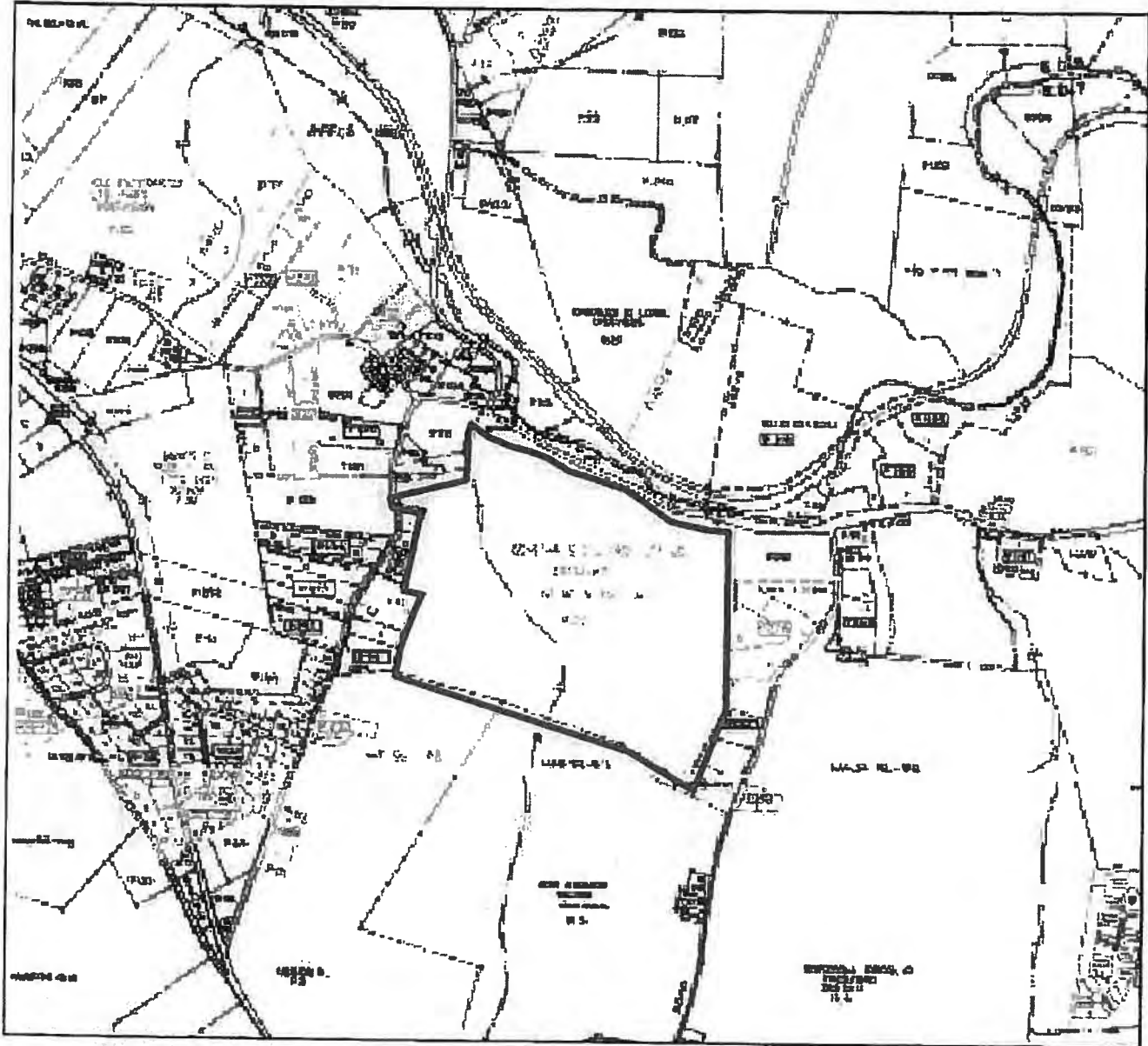


**Exhibit E
Aerial Photograph of the Property
Page One of One**

Date of Aerial Photo: 2009
Date Printed: October 25, 2011

0 250 500 1,000
Feet

This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



**Deed of Conservation Easement
LAFARGE MID-ATLANTIC, LLC**

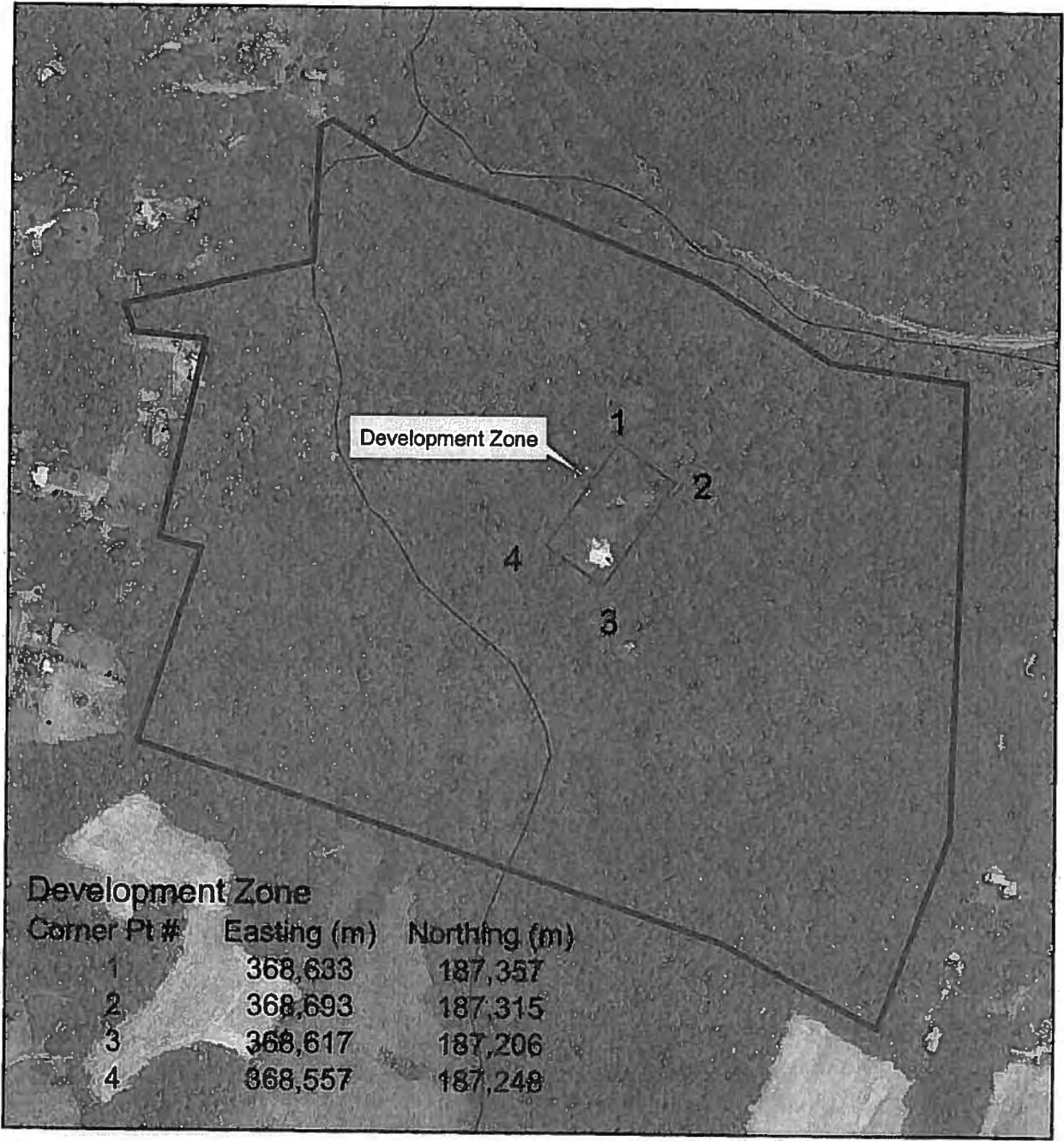


**Exhibit F
Tax Map Showing Approximate
Location of the Property
Page One of One**

Date Printed: October 25, 2011



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



Development Zone

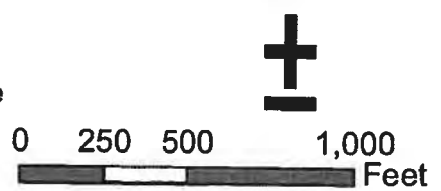
Corner Pt #	Easting (m)	Northing (m)
1	368,633	187,357
2	368,693	187,315
3	368,617	187,206
4	368,557	187,248



**Deed of Conservation Easement
Lafarge Mid-Atlantic, LLC**

Photo Source: NAIP 2009

**Exhibit G
Location of Development Zone
Page One of One**



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.

APPENDIX H
SUPPLEMENTAL ENVIRONMENTAL PROJECT DESCRIPTION
TANABE PROPERTY CONSERVATION EASEMENT

Lafarge currently owns two parcels of property totaling approximately 24.39 acres at the northern edge of the Denver metropolitan area. See Figure 1 – Area Map. As a supplemental environmental project (“SEP”), as set forth herein, Lafarge has agreed to protect this property by recording a conservation easement in the form attached hereto or provided to EPA for approval within 30 days after the Consent Decree is lodged, perpetually preserving the property as green space.

SEP Description

The property is located in Adams County, Colorado, which has experienced rapid growth both in population and employment in recent years. Most of this growth has occurred in the western portions of the county closer to the Denver, Colorado metropolitan area, due in large part to the protected Rocky Mountain Arsenal Wildlife Refuge and the 60 LDN noise contours resulting from Denver International Airport (“DIA”) operations. See Figure 2 – DIA Map and Figure 3 – Rocky Mountain Arsenal Refuge Map. New residential development is prohibited within this zone, which stretches north and south from the edges of the airport’s property for the entire length of Adams County. Thus, adjacent areas are under development pressure, even given the current economic conditions.

There is a tributary to the South Platte River located on the property that flows into a creek that flows directly into the South Platte River.¹ See Figure 4 –USGS Map. Also, the South Platte River is located less than a mile from the property. Under preservation, the property will serve as important green space and buffer to development thereby improving water quality in the South Platte River watershed.

Property Value

The estimated value of the property, which is based on the highest and best use of the property as development property for residential development, from an appraisal provided to EPA, was \$46,000 per acre or approximately \$950,000 for the 24.39 acres.

Conservation Easement

Within one hundred and twenty (120) Days after entry of the Consent Decree, Lafarge shall record the conservation easement on the Tanabe property in the form attached hereto or provided to EPA for approval within 30 days after the Consent Decree is lodged, covering

¹ The South Platte River is one of the two principal tributaries of the Platte River and itself a major river of the American West, located in the U.S. states of Colorado and Nebraska. Its drainage basin includes much of the eastern flank of the Rocky Mountains in Colorado; much of the populated region known as the Colorado Front Range and Eastern Plains; and a portion of southeastern Wyoming in the vicinity of the Cheyenne. It joins the North Platte River in western Nebraska to form the Platte, which then flows across Nebraska to the Missouri. The river serves as the principal source of water for eastern Colorado.

approximately the area identified in Figure 5, which was agreed upon by Lafarge and EPA and CDPHE, unless Lafarge, EPA, and CDPHE agree in writing to modifications to the agreed-upon easement. Nothing in this Consent Decree shall prevent Large from selling, donating, or otherwise transferring the Property subject to the conservation easement.

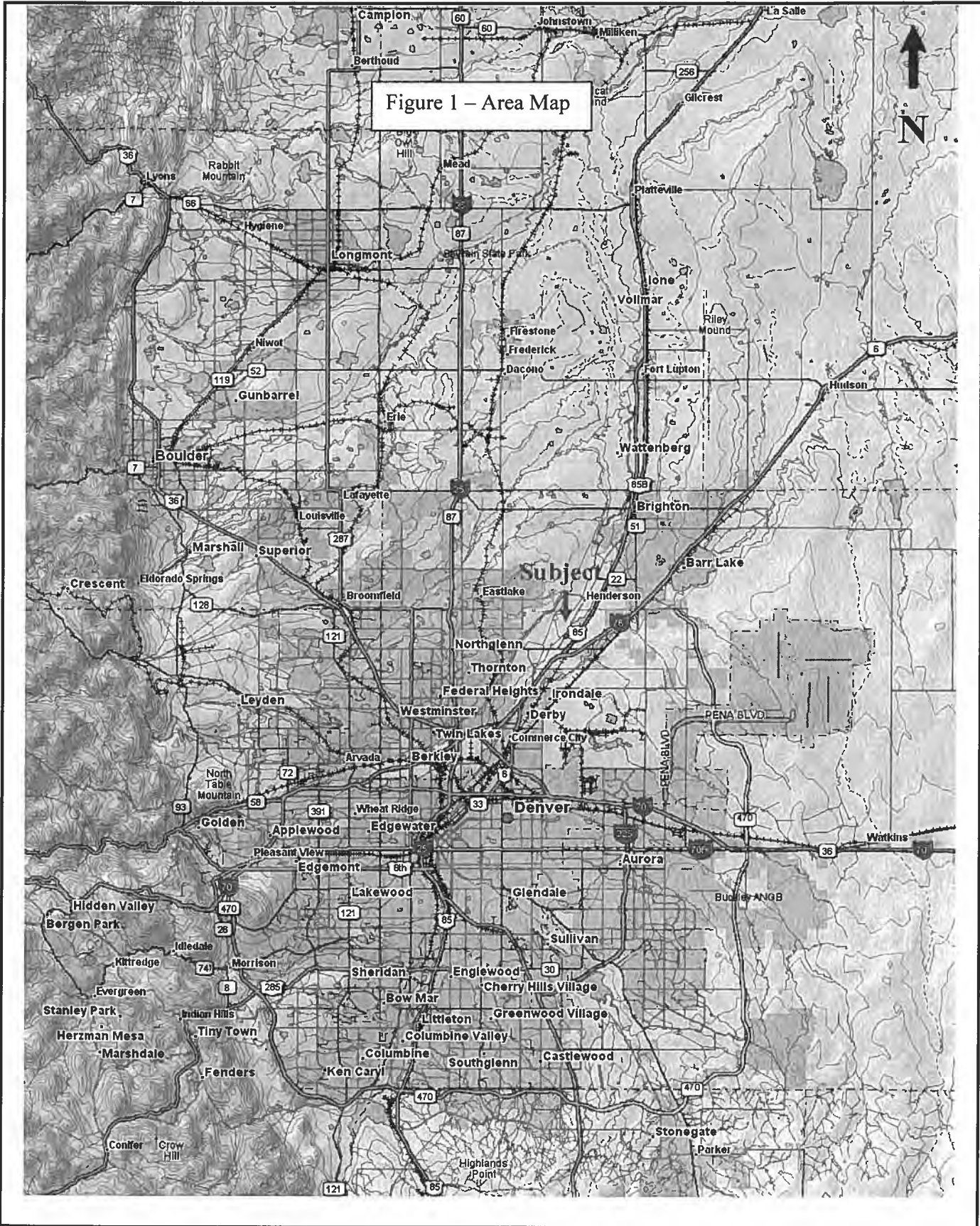
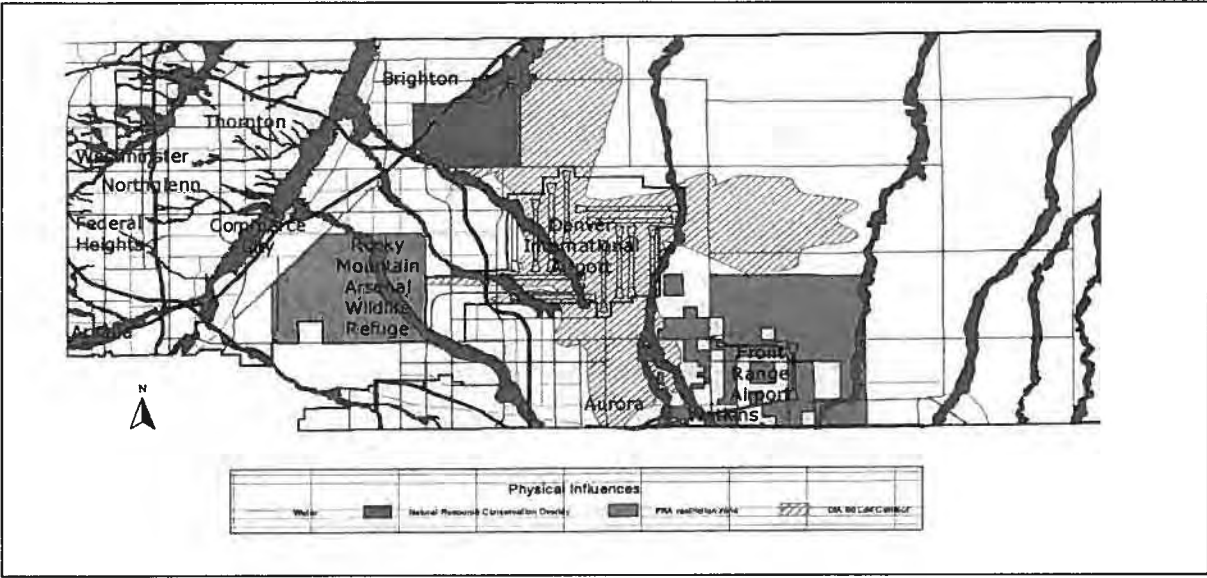


Figure 2 – DIA Map



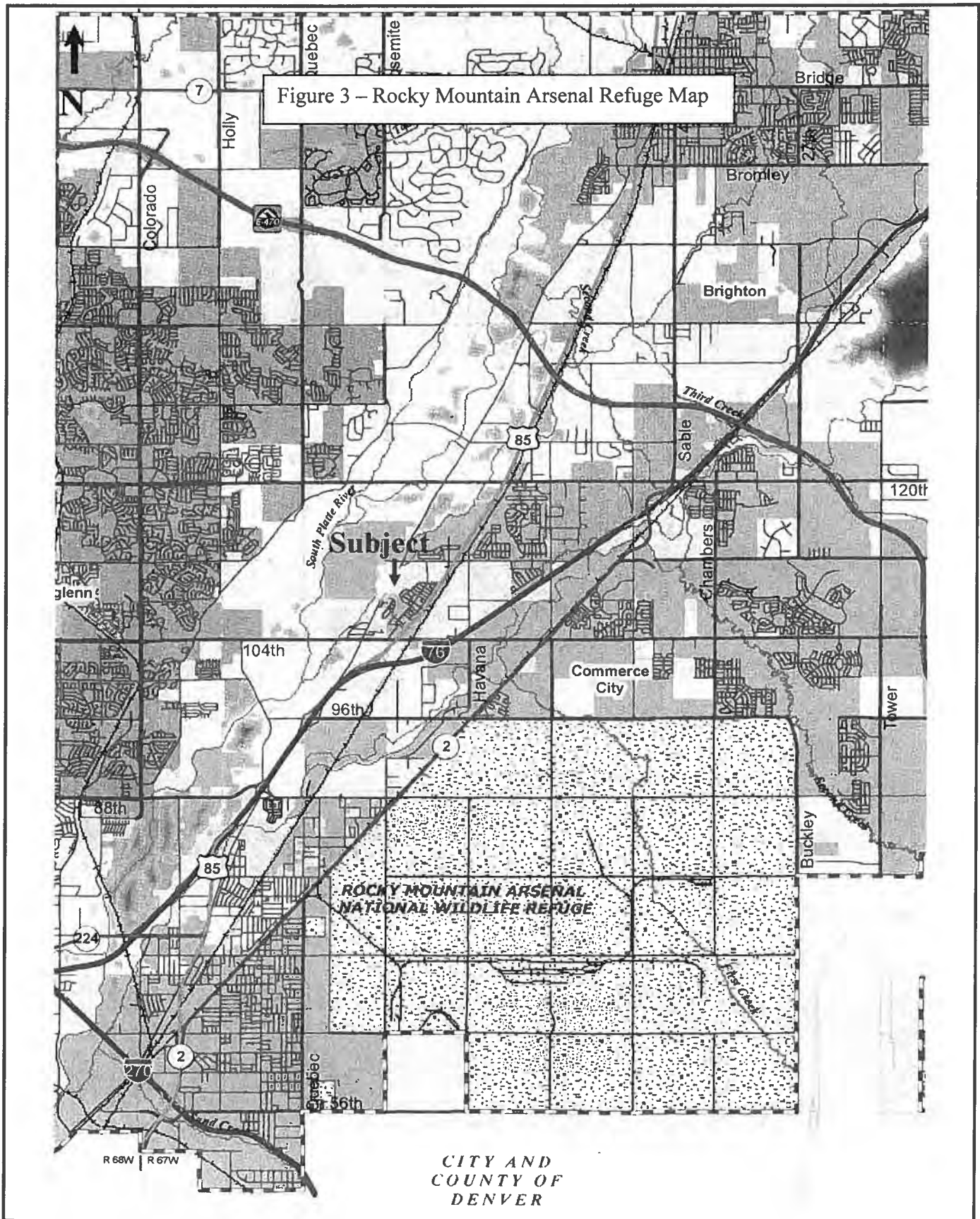


Figure 4 – USGS Map

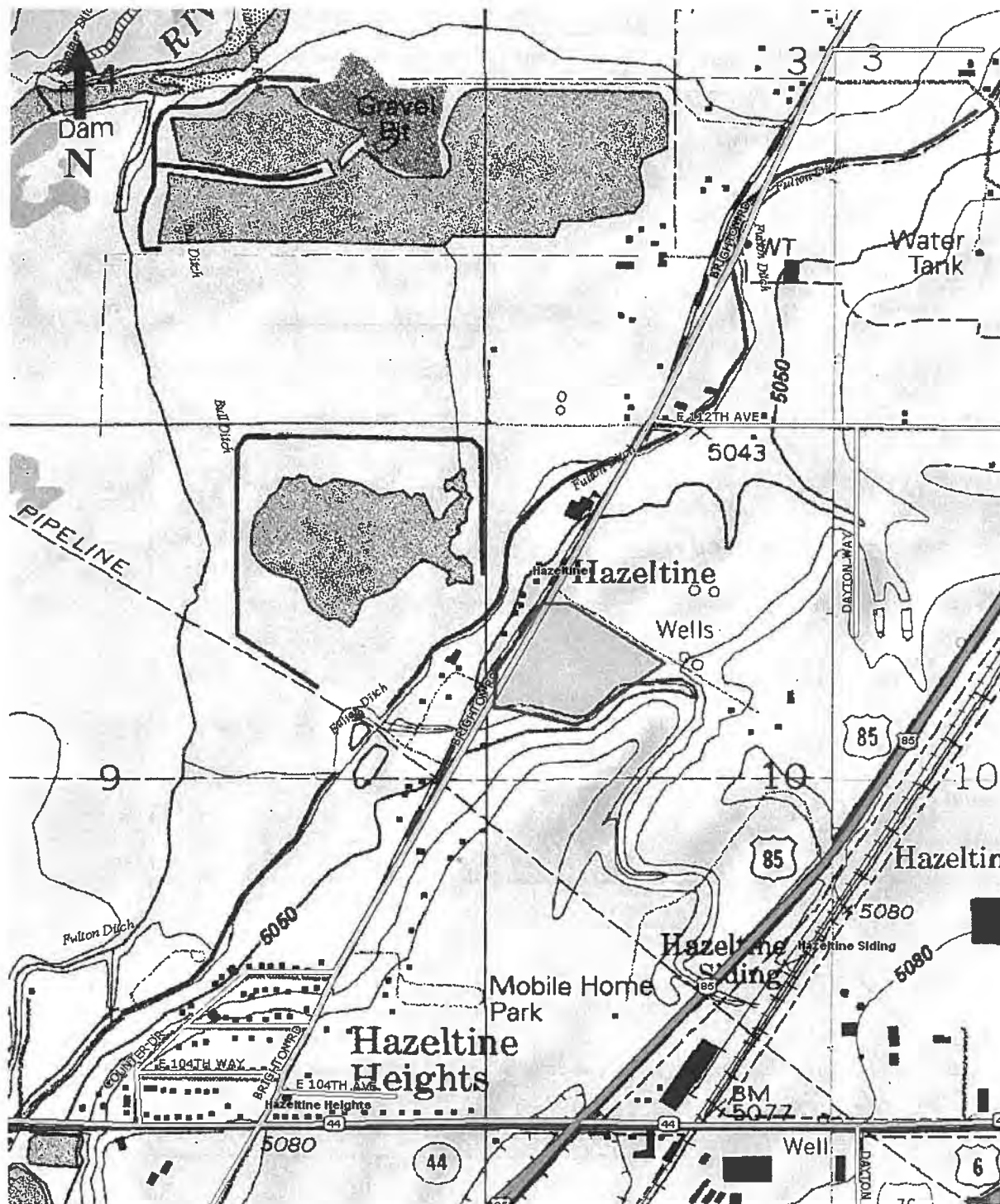


Figure 5 – Approximate Outline of the Tanabe Parcels

