

DEED OF CONSERVATION EASEMENT AND AGREEMENT

3 SILOPANNA

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this ___ day of _____, 2001, by and between William F. Chesley Real Estate, Inc., a corporation of the State of Maryland ("Chesley") and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland ("City").

WHEREAS, Chesley is fee simple owner of property located in the City of Annapolis, Maryland, more particularly described in a deed dated May 31, 2001 recorded among the land records of Anne Arundel County, Maryland in liber 10453, page 353 ("Property") and also shown on a plat of minor subdivision for 3 Silopanna Avenue authorizing a resubdivision of lots 2 through 5, recorded or intended to be recorded among the land records of Anne Arundel County ("Plat");

WHEREAS, the Plat reflects that a conservation area, containing 0.27 acres, more or less, is to be located on Lot 4R as shown on the Plat ("Lot 4R");

WHEREAS, the City requires that Chesley, as one requirement for the approval of a permit application for the subdivision and development of the Property, convey to the City a permanent easement interest in the conservation area on Lot 4R.

WHEREAS, Chesley is willing to convey to the City an easement interest in the conservation area on Lot 4R.

NOW, THEREFORE, in consideration of these premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Chesley hereby grants and conveys to the City, in accordance with the terms set forth below, a permanent and perpetual easement interest over, under, along, across and through the conservation area on Lot 4R.

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1. Management

(a) The City shall exclusively control the management of the conservation easement area, which shall include but not be limited to having sole discretion to determine from time to time the restrictions and permitted activities which apply thereto.

(b) The City may at any have its agents and employees enter upon the conservation easement area for any purpose related in any manner to the management thereof.

2. Assignment

(a) The City may, without prior notice to or approval by Chesley and by any action (formal or informal) which it may take in its sole discretion, delegate or assign responsibility for the management of the conservation easement area to the Annapolis Conservancy Board or any other land trust or other entity that is either non profit or in the nature of a land conservancy.

(b) Any entity to whom the City may delegate or assign responsibility for the management of the conservation easement area shall have the same right as the City to have its agents and employees enter upon the conservation easement area at any time for any purpose related in any manner to the management thereof.

3. Restrictions

(a) Chesley shall adhere to the following restrictions:

(1) there shall be no temporary or permanent residential, commercial or industrial improvements or any other structure of any type constructed, placed, kept or maintained on the conservation easement area;

(2) there shall be no paving, excavation or topographic changes of any type, whether by grading, drilling, filling or other such activities, made on the conservation easement area;

(3) there shall be no materials, bulk materials, refuse or trash brought upon, placed, kept or maintained on the conservation easement area;

(4) there shall be no motor vehicles brought upon, parked, placed, kept or maintained on the conservation easement area;

(5) there shall be no cutting or removal of trees, landscaping or other vegetation from the conservation easement area except, with the City's prior consent, any such trees, landscaping and other vegetation which are diseased, dying or dead,

(6) there shall be no alteration of the general topography or the present natural state of the conservation easement area.

(b) The City may from time to time impose other restrictions on the conservation easement area which, in its sole discretion, it determines are necessary to serve the purposes of this Deed of Easement and Conservation Agreement.

(c) Chesley shall comply with all laws pertaining to critical areas and wetlands, if applicable.

4. Permitted Activities

(a) The City, and any entity to which it subsequently delegates or assigns responsibility for the management of the conservation easement area, may engage in the following activities upon the conservation easement area:

(1) landscaping, forestry activities and public improvements in accordance with any plan approved by the City or the Annapolis Conservancy Board;

(2) all processes which may from time to time be necessary to inspect, maintain, repair and replace existing or subsequently constructed utilities and appurtenances on, over, along, across or through the conservation easement area, including but not limited to those utilities and appurtenances related to storm water

management, sewer, water, electric and telephone;

(3) any other activity which the City, in its sole discretion, determines serves the purposes of this Deed of Conservation Easement and Agreement;

(4) bring on the conservation easement area all materials, equipment, vehicles, agents, employees and independent contractors and subcontractors to conduct any permitted activity and for any other purpose which the City, in its sole discretion, determines is related to the management of the conservation easement area.

5. Recordation

(a) This Deed of Conservation Easement and Agreement shall be recorded among the land records of Anne Arundel County at Chesley's expense.

6. Enforcement

(a) The City shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Deed of Conservation Easement and Agreement.

(b) Venue for all litigation related to this Deed of Conservation Easement and Agreement shall be in the Circuit Court for Anne Arundel County.

(c) If the City is required to take enforcement action because of a breach of this Deed of Conservation Easement and Agreement by Chesley or any agent or employee of Chesley, then Chesley shall be solely responsible for all attorney fees, expenses of enforcement and other costs, including court costs, incurred by the City, including but not limited to all such fees, expenses and costs related to enforcement efforts prior to the inception of litigation, during and in the course of litigation and post judgment collection procedures.

7. Severability

(a) Invalidation of any provision of this Deed of Conservation Easement and Agreement by a court of competent jurisdiction shall in no manner affect any other provision hereof, and each such remaining provision shall remain in full force and effect.

8. Conflicts

(a) If this Deed of Conservation Easement and Agreement conflicts in substance with the terms of any other document addressing the conservation easement area on Lot 4R, whether or not recorded, this Deed of Conservation Easement and Agreement shall unconditionally have superceding effect.

9. Governing Law

(a) This Deed of Conservation Easement and Agreement shall be governed

by the laws of the State of Maryland.

10. Modification or Amendment

(a) This Deed of Conservation Easement and Agreement may not be modified or amended except by a writing signed and notarized by the parties.

11. Binding Effect

(a) The easement interest conveyed hereby and all terms set forth herein shall run with Lot 4R and be binding on and enforceable against Chesley and its successors and assigns, and shall inure to the benefit of the City and any entity to whom it may subsequently delegate or assign responsibility for the management of the conservation easement area.

IN WITNESS WHEREOF, the parties have executed this Deed of Conservation Easement and Agreement on the day and year first herein written.

William F. Chesley Real Estate, Inc.

William F. Chesley
WITNESS

By: William F. Chesley (SEAL)
William F. Chesley, President

STATE OF Maryland, COUNTY OF Prince George's, to wit:

I HEREBY CERTIFY that on this 20th day of October, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William F. Chesley, known to me or satisfactorily proven to be the person whose signature appears above, and he has signed this Deed of Conservation Easement and Agreement in my presence and acknowledged that he is President of William F. Chesley Real Estate, Inc. and is authorized on its behalf to execute this Deed of Conservation Easement and Agreement and to bind it thereby, and that this Deed of Conservation Easement and Agreement is his free and voluntary act made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Michael J. [Signature]
Notary Public
My Commission Expires: 12/1/04

ATTEST:

CITY OF ANNAPOLIS:

Deborah Heinbuch
DEBORAH S. HEINBUCH, City Clerk

BY: Dean L. Johnson (SEAL)
DEAN L. JOHNSON, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Paul Garvey Goetzke
PAUL GARVEY GOETZKE,
City Attorney

10/23/01
Date

It is certified hereby that this Deed of Conservation Easement and Agreement was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Gary M. Elson
GARY M. ELSON

Return to: Gary M. Elson
150 South Street, Suite 200A
Annapolis, MD 21401