

DEED OF CONSERVATION EASEMENT AND AGREEMENT

AUGUST WOODS

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 29 day of March, 2001, by VYTAR ASSOCIATES, A LIMITED PARTNERSHIP, its heirs and assigns, GRANTOR, and the CITY OF ANNAPOLIS, a Municipal Corporation of the State of Maryland, GRANTEE.

WHEREAS, the Grantor is the owner of a tract of land located in the City of Annapolis and is part of Parcel II and all of Parcel IV as described in a deed dated July 11, 1968 and recorded in the Land Records of Anne Arundel County in Book 2187, Page 514. This tract of land is also shown on a plat titled "August Woods" ("Plat"), consisting of four sheets, recorded in the Land Records of Anne Arundel County in Plat Book 235, Page 18-21, Plat No. 12294-12297, of which 1.7559 acres of land are more particularly shown as "Perimeter Buffer Conservation Easement" ("Conservation Easement Area").

WHEREAS, Grantor intends to establish a townhome planned unit development pursuant to a Special Exception approved by the City of Annapolis Board of Appeals under Case No. 00-5-486, adopted June 7, 2000; and

NO. 00-5-486 5.00
RECORDING FEE 26.00
TOTAL 31.00
Rest # 114 Rpt # 56711
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WHEREAS, the said Special Exception and the Plat require that the Grantor enter into this Deed of Conservation Easement and Agreement to convey to the Grantee permanent easement interests in the Conservation Easement Area; and

WHEREAS, the parties intend that this Deed of Conservation Easement and Agreement shall constitute compliance with the said Resolution and Plat.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which the parties acknowledge, the Grantor hereby grants and conveys to the Grantee, a permanent easement interest on, over, under, along, across and through the Conservation Easement Area as shown on the Plat in accordance with the terms set forth below.

1. Management.

(a) The Grantee, without prior notice to or approval of the Grantor, may at any time delegate or assign responsibility for the supervision and stewardship of the Conservation Easement

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CIRCUIT COURT, A.A. COUNTY

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Area to the Annapolis Conservancy Board or any other land trust or other entity that is either not for profit or in the nature of a land conservancy.

(b) Any entity to whom the Grantee may delegate or assign responsibility for the supervision and stewardship of the Conservation Easement Area shall have the same right as the Grantee to enter upon the Conservation Easement Area at any time for purposes related to the supervision and stewardship of the Conservation Easement Area.

2. Restrictions.

(a) There shall be no temporary or permanent residential, commercial or industrial improvements or any other structures of any type constructed, placed, kept or maintained on the Conservation Easement Area except as specifically hereinafter set forth.

(b) The general topography and the present natural state of the Conservation Easement Area shall be maintained in its present condition and no paving, excavation, grading, drilling, filling or other such topographic changes shall be made, except as specifically hereinafter set forth.

(c) There shall be no materials, bulk materials, refuse or trash brought upon, placed, kept or maintained on the Conservation Easement Area.

(d) There shall be no motor vehicles brought upon, parked, placed, kept or maintained on the Conservation Easement Area, except as required in connection with the Permitted Activities hereinafter set forth.

(e) There shall be no cutting, except for grass or lawn, or removal of trees, except for the removal of dead trees, trees that are damaged, deceased or weakened and which create a peril to persons and/or property on the Conservation Easement Area, and except as specifically hereinafter set forth.

(f) Restrictions upon activities within the Conservation Easement Area shall be further governed by all applicable laws.

3. Permitted Activities: The following provisions of this paragraph are subject to prior approval of the City of Annapolis Department of Planning and Zoning or other appropriate City agency.

(a) The Grantee, and any entity to whom it subsequently delegates responsibility for the management of the Conservation Easement Area may engage in the following permitted activities upon the Conservation Easement Area:

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

(2) All processes required by the Grantee, as may from time to time be reasonably necessary, to inspect, maintain, repair and replace existing utilities and appurtenances, and install additional utilities and appurtenances, including storm, water, sewer, electric, telephone and other utilities and appurtenances, on, over, under, along, across and through the Conservation Easement Area, and to bring thereon all materials, equipment, vehicles, employees and independent contractors and their subcontractors for such processes.

(b) The Grantor has the right to establish pedestrian pathways through the Conservation Easement Area in accordance with the said Special Exception approval as shown on the approved plans on file with the City of Annapolis Office of Planning and Zoning. The exact location of the pedestrian paths are to be set at the time of construction in conjunction with the City of Annapolis Office of Planning and Zoning in order to minimize disturbance to the Conservation Easement Area. In connection with the establishment and maintenance of the paths, the Grantor is allowed to cut and remove existing vegetation and to perform minimal grading and filling to establish the said pathways, and to undertake such other activities reasonably required in connection therewith.

(c) The Grantor shall have the right to remove dead, damaged, diseased and weakened trees, to clear the Conservation Easement Area of noxious and unsightly weeds, vines and species of vegetation which are not indigenous to the area, and shall have the further right to remove lower limbs from existing trees within the Conservation Easement Area in order to improve pedestrian safety.

(d) The Grantor shall have the right to establish and maintain additional trees and vegetation on the Conservation Easement Area.

(e) The Grantor shall have the right to construct, maintain, and install utilities and appurtenances in the Conservation Easement Area as required by and shown on the approved plans on file with the City of Annapolis Office of Planning and Zoning for said Special Exception approval.

(f) The Grantor shall have the right to perform activities in the Conservation Easement Area that shall be permitted by the City of Annapolis from time to time or as permitted by any approved amendment by the City of Annapolis to the approved plans.

4. Recordation.

This Deed of Conservation Easement and Agreement shall be recorded among the Land Records of Anne Arundel County.

5. Enforcement.

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

6. Severability.

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 provision shall remain in full force and effect.

7. Binding Effect.

This Deed of Conservation Easement and Agreement and all covenants and conditions set forth herein shall run with the Conservation Easement Area and be binding on and enforceful against the parties and their successors and assigns, and any entity to whom the Grantee may subsequently grant responsibility for the supervision and stewardship 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.

VYTAR ASSOCIATES LIMITED
PARTNERSHIP, a Maryland Limited Partnership
GRANTOR

WITNESS:

Cheyl A. Brock

By: Arthur G. Strissel
Arthur G. Strissel, General Partner

ATTEST:

CITY OF ANNAPOLIS
GRANTEE

Deborah Heinbuch
Deborah Heinbuch, City Clerk

By: Dean L. Johnson (SEAL)
Dean L. Johnson, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thomas Ruff
Asst. City Attorney

3/13/01
Date

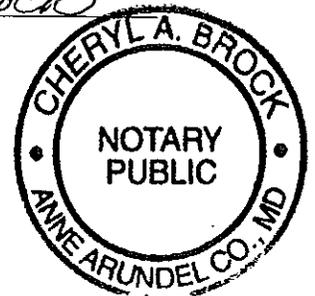
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 13th day of FEBRUARY, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ARTHUR G. STRISSEL, known to me or satisfactorily proven to be the person whose signature appears above, and he is authorized 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.

Cheyl A. Brock
Notary Public

My Commission expires: 12-3-01



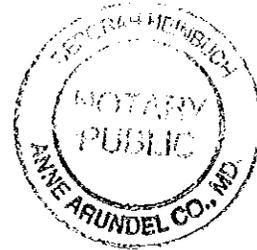
STATE OF MARYLAND, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY that on this 28th day of March, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dean L. Johnson, known or proven to be the Mayor of the City of Annapolis and acknowledged the foregoing Deed of Conservation Easement and Agreement to be the act of the City of Annapolis, and made oath in due form of law that he is authorized to make this acknowledgment on behalf of the City of Annapolis.

AS WITNESS my hand and Notarial Seal.

Deborah Heinbuch
Notary Public

My Commission expires: 2/1/04



Upon recordation, please return original to: City of Annapolis
Office of Law
160 Duke of Gloucester
Annapolis, MD 21401