

DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 17<sup>th</sup> day of January, 2000, by BAYWOODS DEVELOPMENT AND MANAGEMENT PARTNERS, LLC, a Maryland Limited Liability Company, Grantor, and THE CITY OF ANNAPOLIS, a Municipal Corporation of the State of Maryland, Grantee.

WHEREAS, by virtue of deeds dated July 26, 2000, and December 5, 2000, and recorded among the Land Records of Anne Arundel County at Liber 9885, folio 057 and Liber 10085 folio 242, Grantor is the fee simple owner of property, consisting of 4.04 acres, located in the City of Annapolis and more particularly described as the "Conservation Easement Area" as shown and designated on a plat entitled "Consolidation Plat, Bay Woods of Annapolis", consisting of two sheets, recorded or intended to be recorded among the Land Records of Anne Arundel County simultaneously herewith (the "Plat"); and

234/22-  
#1224819

WHEREAS, Grantor, as successor to Mericare Associates Limited Partnership, intends to establish a senior care facility on that certain property consisting of 13.74 acres, of which the Conservation Easement Area is a part, pursuant to a conditional use (special exception) approved by the City of Annapolis by Resolution No. R-20-96, adopted May 13, 1996; and

RECORDING fee 20.00  
TOTAL 25.00  
\$ 01.00  
\$ 01.00  
\$ 01.00

WHEREAS, the said Resolution 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.

01 JAN 31 AM 11:00

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 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.

(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 pertaining to Critical Area and Wetlands, generally.

3. Permitted Activities.

The parties hereto agree that it is the intention of the Grantor to utilize the Conservation Easement Area for the exclusive and sole use and enjoyment of the residents of the senior care facility, and no others, as a nature, walking area, except that representatives of the City, the Annapolis Conservancy Board and their guests may use the Conservation Easement Area for educational purposes with prior notice to the Grantor. For that purpose, Grantor reserves unto itself, its successors and assigns, the right and privilege to undertake and perform the following, notwithstanding any other provision to the contrary herein contained:

(a) To establish pedestrian pathways through the Conservation Easement Area and along the edge of the existing 20' drive as shown on the Plat and, in connection with the establishment and maintenance thereof, to cut and remove existing vegetation, to perform minimal grading and filling, to establish the said pathways, and to undertake such other activities reasonably required in connection therewith.

(b) To locate benches and similar amenities, including lights if reasonably required by Grantor's insurer, for the benefit of the residents of the senior care facility, in the proximate vicinity of the pedestrian pathways.

(c) To erect and construct a security fence and appropriate landscaping screening around the perimeter of the Conservation Easement Area, provided that any such fence and screening shall be erected and constructed in compliance with the provisions of Section 17.34.010 of the Annapolis City Code as amended from time to time.

(d) In addition to the removal of 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. Grantor shall have the further right to remove lower limbs from existing trees within the Conservation Easement Area in order to improve pedestrian vistas and safety.

(e) To establish and maintain additional trees and vegetation on the Conservation Easement Area.

(f) All landscaping, forestry activities and public improvements shall be performed in accordance with a plan approved by the City and the Annapolis Conservancy Board.

(g) 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 utility and appurtenances, including storm water, 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.

4. Recordation.

This Deed of Conservation Easement and Agreement shall be recorded among the Land Records of Anne Arundel County, at Grantor's expense.

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 enforceable 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.

WITNESS

BAYWOODS DEVELOPMENT AND  
MANAGEMENT PARTNERS, LLC.  
GRANTOR

Rebata K Bell

By Co-Operative Retirement Services of  
America, Inc., Managing Member

By Earl Wade (SEAL)  
Earl Wade, Chief Executive Officer

ATTEST:

CITY OF ANNAPOLIS  
GRANTEE

Deborah Heinbuch  
Deborah Heinbuch, City Clerk

By: Joseph Sachs (SEAL)  
~~Dean L. Johnson, Mayor~~  
JOSEPH SACHS, ACTING MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ann Ruff  
Asst. City Attorney

1/16/01  
Date

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of  
the undersigned, an attorney at law.

Anthony F. Christhilf  
Anthony F. Christhilf, Esquire

STATE OF Tennessee, COUNTY OF Shelby, to wit:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of Jan, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl Wade, known to me or satisfactorily proven to be the person whose signature appears above, and he signed this Deed of Conservation Easement and Agreement in my presence and acknowledged that he, as Chief Executive Officer of Co-operative Retirement Services of America, Inc., Managing Member of BayWoods Development and Management Partners, LLC, 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.

Roberta R. Bell  
Notary Public

My Commission expires: 6-13-2003

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of January, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dean E. Joseph ~~Sachs Johnson~~, known or proven to be the <sup>ACTING</sup> 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



Baywoods  
30 Jan 01  
Baywoods

M "Conservation  
Property"

BOOK 10158 PAGE 108

DECLARATION

This Declaration ("Declaration") is made this 30TH day of January, 2001 by Baywoods Development and Management Partners, LLC, a Maryland limited liability company ("Baywoods").

1. By an agreement titled "Declaration of Covenants, Conditions and Restrictions" (the "Agreement"), which such Agreement is intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto, Mericare Associates Limited Partnership ("Mericare") and Tate Investments Joint Venture ("Tate") as owners of the properties defined in the Agreement as the "Conservation Property", agreed to certain matters concerning the "Conservation Property", as more particularly described in the Agreement.

2. Baywoods is the record owner of the "Conservation Property" pursuant to (i) a deed from Mericare dated December 5, 2000 and recorded among the aforesaid Land Records in Liber 10085, folio 242; and (ii) a Special Warranty Deed from Tate dated July 26, 2000 and recorded among the aforesaid Land Records in Liber 9885, folio 058.

3. Baywoods, as record owner of the "Conservation Property", hereby subjects its interest in the "Conservation Property" to the terms and conditions of the Agreement, and as such owner, assumes the rights and obligations of Tate and Mericare under the Agreement, which such rights and obligations shall run with the land, and be binding upon any subsequent owners of all or part of the "Conservation Property".

IN WITNESS WHEREOF, the Managing Member of Baywoods Management Partners, LLC has executed this Declaration on the date first above written:

[Signature Appears on Following Page]

TWP FD SURE #	1.00
RECORDING FEE	22.00
TOTAL	23.00
Rest AAIS	Receipt # 5127
RFD	Receipt # 51
Jan 31 2001	11:00 AM

01 JAN 31 AM 11:00