

BOUCHER LANDING ✓

LIBER 3404 PAGE 879

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 15th day of January, 1981, by and between E.P.C. OF MARYLAND, INC., a Maryland corporation, Grantor and MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS, a Municipal corporation, Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner in fee of the real property as described in the Metes and Bounds Description attached as Exhibit "A", situate in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland; and

WHEREAS, the said land of Grantor borders, in part, upon the waters of the Spa Creek; and

WHEREAS, the City of Annapolis has determined the use and benefit to be derived from the waters of Spa Creek of the City of Annapolis will be substantially enhanced by the preservation of the features of a portion of the said real property hereinafter described to the extent consistent with construction requirements for development, soil conservation and approved forestry practices; and

WHEREAS, it has been determined by the Planning and Zoning Commission of the City of Annapolis that a conservation easement over and upon a portion of the said land of the said Grantor is important and necessary for the preservation of the value of the waters of Spa Creek for the people of the City of Annapolis; and

WHEREAS, the Grantor is willing to grant to the City of Annapolis the conservation easement as hereinafter impressed upon a portion of the said land and thereby the protection to the attractiveness of said area will result in the restricted use and enjoyment by the Grantor of its property because of the imposing of conditions in connection therewith hereinafter expressed;

NOW, THEREFORE, in and for the consideration of the premises and other good and valuable considerations, the receipt whereof is hereby

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1981 MAY 8 PM 3:30

W. GARRETT LARIMORE
CLERK



RECORD FEE 17.00
#60327 0055 R02 115:39
MAY 8 81

1700

acknowledged by the Grantor, the Grantor does hereby grant and convey unto the City of Annapolis, its successors and assigns, an estate, interest and conservation easement in the portion of the said real property of Grantor which is delineated by broken line and labeled CONSERVATION EASEMENT on the Plat of DOUCHER LANDING to be recorded in the Land Records of Anne Arundel County of even date herewith, of the nature and character and to the extent hereinafter expressed to be and to constitute a servitude upon said real property of the Grantor, which estate, interest, easement and servitude will result from and be limited to the restrictions hereby imposed upon the use of said property of Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto Grantor covenants on behalf of itself, its heirs, successors and assigns, with the said Grantee, its successors and assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and refraining from said acts, and each thereof, upon said property is and will be for the benefit of the people of the City of Annapolis.

The restrictions hereby imposed upon the use of said property of the Grantor, and the acts which Grantor so covenants to do and refrain from doing upon its said property in connection therewith are and shall be as follows:

1. That no structures of any kind will be placed or erected upon said premises; except those structures now existing such as walkways, stairs and dinghy racks which shall be permitted to be maintained, repaired and replaced by the Grantor, its heirs and assigns; unless first approved in writing by the Planning and Zoning Commission of the City of Annapolis.
2. That the general topography of the landscape shall not be altered and that no excavation or topographic changes shall be made without the written approval of the Planning and Zoning Commission of the City of Annapolis and the Mayor and Aldermen of the City of Annapolis.

3. That the pier, already existing on the property, shall never exceed fifty eight feet (58') in length from the mean high water line, and that there shall never be more than four boat slips attached to the pier, without the written approval of the Planning and Zoning Commission of the City of Annapolis, and the Mayor and Aldermen of the City of Annapolis.

4. That no use of said property, which, in the opinion and judgment of said City of Annapolis Planning and Zoning Commission, will or does materially alter the landscape or other attractive scenic features of said land, other than those specified above, general maintenance, and the removal of the underbrush, injured or dead trees and trees having a girth of less than twelve inches, shall be done or suffered without the written consent of the said Planning and Zoning Commission of the City of Annapolis.

TO HAVE AND TO HOLD unto the Mayor and Aldermen of the City of Annapolis, its successors and assigns forever. This grant shall be binding upon the heirs and assigns of the said Grantor and shall constitute a servitude upon the above described land.

EXCEPTING AND RESERVING to the Grantor, its heirs or assigns:

a. The right but not the obligation to maintain all of the structures now existing and if all or any of them shall be destroyed or changed by fire, storm or other casualty, to restore the same in conformity with the design and type of structure which now exists on said land.

b. Nothing contained herein shall be construed as granting to the City of Annapolis or the public in general and right of ingress or egress nor any rights or privileges to use said property for any public purpose or as a public park whereby the people of the City of Annapolis or the public in general could go upon said property.

The Grantee shall have the right to enforce and protect the conservation easement granted herein by any proceeding at law or in equity against any person, persons, entity, or entities violating or attempting to violate the provisions hereof. Such proceedings may be to restrain such violation and/or to recover damages therefor. The failure of the Grantee at any one time to enforce and protect the conservation easement granted herein shall in no event be deemed to be a waiver of the right to do so thereafter.

BEGINNING for the same at an iron pipe found on the North side of Boucher Avenue and on the West side of a 15-foot right-of-way, said iron pipe being further located at the same beginning point as in Parcel 1 of the conveyance from John M. Dorn and wife to Norman W. Lutkefedder by Deed dated September 27, 1976 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2893, folio 636; thence running from the place of beginning so fixed leaving the said 15 foot right-of-way and running along the North side of Boucher Avenue and with part of the South $71^{\circ} 39'$ West 100 foot line of said Parcel 1 of the above-mentioned conveyance, South $71^{\circ} 39'$ West 75.63 feet to an iron pipe set; thence leaving said Boucher Avenue and running through said Parcel No. 1, North $18^{\circ} 21'$ West 84.23 feet to an iron pipe set; thence continuing through said Parcel 1 and also running through Parcel 2 of the above-mentioned conveyance North $72^{\circ} 14'$ West 35.04 feet to an iron pipe set; then continuing through said Parcel 2, South $48^{\circ} 41'$ West 72 feet to an iron pipe set and North $87^{\circ} 37'$ West 20.31 feet to intersect the North $02^{\circ} 23'$ East 87.23 foot line of Parcel 2 of the above-mentioned conveyance, said point being further located on the shoreline of Spa Creek; thence with the same and with part of the said North $02^{\circ} 23'$ East 87.23 foot line North $02^{\circ} 23'$ East 70.59 feet to a P.K. nail set in an existing pin and at the end of said line; thence with the North $71^{\circ} 39'$ East 64.24 foot line of the above-mentioned Parcel 2 and also with the North $71^{\circ} 39'$ East 80.7 foot line of said Parcel 1, North $71^{\circ} 39'$ East 144.94 feet to an iron pipe found on the West side of the above-mentioned 15 foot right-of-way and at the end of the said North $71^{\circ} 39'$ East 80.7 foot line; thence running with the West side of the said 15 foot right-of-way and with the outlines of said Parcel 1, South $21^{\circ} 32'$ East 50.71 feet to an iron pipe found and South $27^{\circ} 46'$ East 100.73 feet to the place of beginning. Containing 15,610 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc.

EXHIBIT "A"

J. R. McCrone
J. R. McCrone

The Grantor and Grantee (or their heirs, assigns, or successors), acting jointly, reserve the right to amend, change or cancel this Agreement at any time by an appropriate instrument in writing filed among the Land Records of Anne Arundel County without consent of any other person or entity.

Notwithstanding the use of the present tense throughout this document and its execution and recording in the Land Records, the easement herein granted shall not be effective until July 1, 1980.

IN WITNESS WHEREOF the Grantor has hereunto set his hand the day and year of this instrument first above mentioned.

WITNESS:

E.P.C. OF MARYLAND, INC.

[Handwritten signature]

By: *[Handwritten signature]* (SEAL)
Peter Jay Lormite, Vice President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

On this 15th day of *January*, 1981, before me, a Notary Public of said State, personally appeared *Peter Jay Lormite*, who acknowledged himself to be the duly authorized officer of E.P.C. OF MARYLAND, INC., a Maryland corporation, and that he, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Handwritten signature]
Notary Public

My Commission expires: 7/1/87

