

BREWER  
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DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 11 day of Oct., 2001, by and between ALLEN TURNER STALLINGS AND MARGARET PFINGSTEN STALLINGS, as Trustees of the Allen Turner Stallings Revocable Trust, and MARGARET PFINGSTEN STALLINGS and ALLEN TURNER STALLINGS, as Trustees of the Margaret Pfingsten Stallings Revocable Trust (collectively "Stallings"), and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland ("City")

WHEREAS, Stallings is fee simple owner of property located in the City of Annapolis, Maryland, more particularly described in a deed dated November 8, 1995 recorded among the land records of Anne Arundel County, Maryland in liber 7239, page 684("Property");

WHEREAS, the Property is also shown on a subdivision plat for 102 and 106 Brewer Avenue creating Lots 1, 2, 3 and 4, intended to be recorded subsequent hereto among the land records of Anne Arundel County ("Plat");

WHEREAS, the Plat reflects four conservation easement areas located as follows on the Property:

1. Lot 1, containing 18,940 square feet, or 0.4348 acres, more or less;
2. Lot 2, containing 16,067 square feet, or 0.3688 acres, more or less;
3. Lot 3, containing 16,240 square feet, or 0.3728 acres, more or less;
4. Lot 4, containing 42,673 square feet, or 0.9796 acres, more or less.

WHEREAS, the City requires that Stallings, 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 each of the four conservation easement areas described above and as shown on the Plat.

WHEREAS, Stallings is willing to convey each of the four conservation easement areas to the City.

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, Stallings hereby grants and conveys to the City, in accordance with the terms set forth below, a permanent and perpetual easement interest on, over, under, along, across and through each of the four conservation easement areas described above and as shown on the Plat.

RECORDING FEE	5.00
TOTAL	20.00
	25.00
Nov 05, 2001	10:17 am

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1. Management

(a) The City shall be solely responsible for the management of each conservation easement area, which includes but is not limited to having sole discretion to determine from time to time the restrictions and permitted activities which apply thereto.

(b) The City may, at reasonable times and in a reasonable manner, may have its agents and employees enter upon each conservation easement area at any time for any purpose which in any way is related to the management thereof.

2. Assignment

(a) The City, without prior notice to or approval by Stallings, and by any action, formal or informal, which it may in its sole discretion take, may at any time delegate or assign responsibility for the management of any 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 any conservation easement area shall have the same right as the City to have its agents and employees enter upon such conservation easement area at any time for any purpose which in any way is related to the management thereof.

3. Restrictions

(a) Stallings shall adhere to the following restrictions:

(1) 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 any 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 any conservation easement area;

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

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

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

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

(b) Stallings shall also comply with laws pertaining to critical areas and wetlands, if applicable.

#### 4. Permitted Activities

(a) The City, and any entity to whom it subsequently delegates or assigns responsibility for the management of any conservation easement area, may engage in the following activities upon each 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 reasonably necessary to inspect, maintain, repair and replace existing or subsequently constructed utilities and appurtenances on, over, along, across or through any conservation easement area, including but not limited to those utilities and appurtenances related to storm water management, sewer, water, electric, and telephone;

(3) to bring on any conservation easement area all materials, equipment, vehicles, agents, employees and independent contractors and their subcontractors for any purpose related to the management thereof.

#### 5. Recordation

(a) The City shall record this Deed of Conservation Easement and Agreement among the land records of Anne Arundel County at Stallings' 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) If the City is required to take enforcement action because of a breach of this Deed of Conservation Easement and Agreement by Stallings, then Stallings shall be 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 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 effect 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, whether or not recorded, this Deed of Conservation Easement and Agreement shall unconditionally have superceding effect.

9. Binding Effect

(a) The easement interests conveyed hereby and all terms set forth herein shall run with the Property and be binding on and enforceable against Stallings and all of its heirs, personal representatives, 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 any 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.

Wanda S. Paul  
WITNESS

Allen Turner Stallings (SEAL)  
ALLEN TURNER STALLINGS,  
as Trustee of the Allen Turner Stallings  
and Margaret Pfingsten Stallings  
Revocable Trusts

Wanda S. Paul  
WITNESS

Margaret Pfingsten Stallings (SEAL)  
MARGARET PFINGSTEN STALLINGS,  
as Trustee of the Allen Turner Stallings  
and Margaret Pfingsten Stallings  
Revocable Trusts

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of October, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Allen Turner Stallings, 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 a Trustee of the Allen Turner Stallings and Margaret Pfingsten Stallings Revocable Trusts and authorized on their behalf to execute this Deed of Conservation Easement and Agreement and to bind them 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.

*Kimi Marie Amadio*

Notary Public

My Commission Expires: 12/1/2004

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of October, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Margaret Pfingsten Stallings, 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 a Trustee of the Allen Turner Stallings and Margaret Pfingsten Stallings Revocable Trusts and is authorized on its behalf to execute this Deed of Conservation Easement and Agreement and to bind them 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.

*Kimi Marie Amadio*

Notary Public

My Commission Expires: 12/1/2004

ATTEST:

CITY OF ANNAPOLIS:

Deborah Heinbuch  
DEBORAH S. HEINBUCH, City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Paul Garvey Goetzke  
PAUL GARVEY GOETZKE,  
City Attorney

10-11-01  
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