

GRD02-0110

CONFIRMATORY DEED
OF CONSERVATION EASEMENT AND AGREEMENT

THIS CONFIRMATORY DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 14TH day of JANUARY, 2000, by HARBOR VIEW HOMEOWNERS ASSOCIATION, INC., Grantor, a non-profit corporation of the State of Maryland, BACK CREEK PARTNERS, LLC, a limited liability corporation of the State of Maryland, and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland, Grantee.

WHEREAS, the parties entered into a Deed of Conservation Easement and Agreement dated September 23, 1999 recorded among the land records of Anne Arundel County in liber 9438, page 484, by which the Grantor conveyed to the Grantee an easement for conservation purposes in certain property, being part of the property described in a Deed dated April 6, 1998 recorded among the land records of Anne Arundel County in liber 8703, page 50, and more particularly described as a "Conservation Easement Area" as shown and designated on a plat entitled "Harbor View, Plat Two of Two" ("Plat"), recorded as Plat No. 11473 among the land records of Anne Arundel County in Plat Book 218, page 47, a copy of which is attached hereto and recorded herewith;

IMP. FID. SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
DEPT. APPL. NO. 35216
\$ 955
02-24 PM

WHEREAS, the conveyance of such easement was pursuant to said Plat and Article III, Section 1, of a Declaration of Easements, Covenants and Restrictions of Back Creek Partners, LLC ("Declaration") now recorded among the land records of Anne Arundel County in liber 9440, page 330;

WHEREAS, prior to the conveyance of such easement, the Declaration required that Back Creek Partners, LLC, convey to the Grantor fee simple interest in the Conservation Easement Area and record the corresponding Deed prior to the recordation of the Deed of Conservation Easement and Agreement;

WHEREAS, Back Creek Partners, LLC, did not make such conveyance to the Grantor, thereby rendering the Grantor without legal capacity to enter into the Deed of Conservation Easement and Agreement with the Grantee;

WHEREAS, Back Creek Partners, LLC, has now conveyed fee simple interest in the Conservation Easement Area to the Grantor and has recorded a corresponding Deed among the land records of Anne Arundel County prior to the recordation of this Confirmatory Deed of Conservation Easement and Agreement;

certify that the property
as this Deed has been trans-
acted as provided by Act of 1933.
PUB Patricia L. Deane, Clerk

NO TRANSFER NECESSARY

CITY OF ANNAPOLIS
WATER DEPARTMENT
WATER BILLS PAID TO MTB

JAN 14 2000 MTB

RECEIVED FOR TRANSFER
STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
FOR ANNE ARUNDEL COUNTY
WILLIAM F. SMOUSE

NO TAXES NECESSARY

2/29/00 mt
CONTROLLER
AS CO. MD.

00 11:00 - 3 PM 2:45

Handwritten initials and date 2/29/00

WHEREAS, the purpose of this Confirmatory Deed of Conservation Easement and Agreement is to reconvey the Conservation Easement Area from the Grantor to the Grantee and to reaffirm herein by reference the premises of the Deed of Conservation Easement and Agreement, to the extent they are consistent herewith, and to reaffirm the exact purposes and terms set forth in the Deed of Conservation Easement and Agreement and the intention of Back Creek Partners, LLC, to nullify a Declaration of Conservation Easement dated April 6, 1999 recorded among the land records of Anne Arundel County in liber 9104, folio, 509, to render it of no further effect and to join in and give superceding effect to this Confirmatory Deed of Conservation Easement and Agreement;

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

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, the Grantor hereby regrants and reconveys to the Grantee, a permanent easement interest on, over, under, along, across and through the Conservation Easement Area as shown on said Plat, a copy of which is attached hereto and recorded herewith, and reaffirms such conveyance 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 management 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 management of the Conservation Easement Area shall have the same right as the Grantee to enter upon the Conservation Easement Area at any time for any purpose related to the management 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) 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.

(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.

(e) There shall be no cutting, except for grass or lawn, or removal of trees, landscaping or other vegetation, except that which is diseased, dead or dying, from the Conservation Easement Area.

(f) Except as specifically permitted herein, there shall be no alteration of the general topography or the present natural state of the Conservation Easement Area;

(g) Restrictions upon activities within the Conservation Easement Area shall be further governed by all applicable laws pertaining to critical areas, wetlands and the Conservation Easement Area generally.

3. Permitted Activities

(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.

4. Recordation

(a) This Confirmatory Deed of Conservation Easement and Agreement shall be recorded among the land records of Anne Arundel County.

5. Enforcement

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

6. Severability

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

7. Conflicts

(a) If this Confirmatory Deed of Conservation Easement and Agreement conflicts in substance with the terms of any other document, recorded or otherwise, this Confirmatory Deed of Conservation Easement and Agreement shall unconditionally have superceding effect:

(b) Back Creek Partners, LLC, hereby nullifies the Declaration of Conservation Easement dated April 6, 1999 recorded among the land records of Anne Arundel County in liber 9104, page 509, and declares it of no further effect, and acknowledges that this Confirmatory Deed of Conservation Easement and Agreement has superceding effect.

8. Binding Effect

(a) This Confirmatory Deed of Conservation Easement and Agreement and all covenants and conditions set forth therein 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 management of the Conservation Easement Area.

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

Harbor View Homeowners Association, Inc.

Jason Robbin
WITNESS

By: Stuart D. Schooler (SEAL)
Stuart D. Schooler, President

Back Creek Partners, LLC

Jason Robbin
WITNESS

By: Stuart D. Schooler (SEAL)
Stuart D. Schooler, Managing Member

STATE OF Maryland, COUNTY OF Montgomery to wit:

I HEREBY CERTIFY that on this 27th day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stuart D. Schooler, known to me or satisfactorily proven to be the person whose signature appears above, and he has signed this Confirmatory Deed of Conservation Easement and Agreement in my presence and acknowledged that he is President of Harbor View Homeowners Association, Inc. and is authorized on its behalf to execute this Confirmatory Deed of Conservation Easement and Agreement and to bind it thereby, and that this Confirmatory 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.

Carmen I. Uribe

Notary Public
My Commission Expires:

CARMEN I. URIBE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 23, 2002

STATE OF Maryland, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 27th day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stuart D. Schooler, known to me or satisfactorily proven to be the person whose signature appears above, and he has signed this Confirmatory Deed of Conservation Easement and Agreement in my presence and acknowledged that he is Managing Member of Back Creek Partners, LLC and is authorized on its behalf to execute this Confirmatory Deed of Conservation Easement and Agreement and to bind it thereby, and that this Confirmatory 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.

Carmen I. Uribe

Notary Public

My Commission Expires:

CARMEN I. URIBE

NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires April 23, 2002

CITY OF ANNAPOLIS:

ATTEST:

Patricia L. Bembe
PATRICIA L. BEMBE, City Clerk

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

It is certified hereby that this Confirmatory 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

APPROVED FOR FORM AND
LEGAL SUFFICIENCY

Bob Lee JANUARY 14, 2000
CITY ATTORNEY DATE