

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT is made this 9 day of September, 1999, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Grantor, and the Severn River Land Trust, Inc., Grantee.

WHEREAS, the Grantor owns certain property known a South Cherry Grove Crossing;

WHEREAS, the Grantor wishes to convey to the Grantee for conservation purposes a permanent easement interest in a portion of said property as described below and subsequently referred to in this Deed of Easement and Agreement as the Easement Area;

WHEREAS, the parties acknowledge that there is environmental significance and other public benefit in permanently conserving, in its present and natural state, the Easement Area which is the subject of this Deed of Easement and Agreement;

WHEREAS, the parties acknowledge that it is the intent of this Deed of Easement and Agreement to give recognition to the desire to permanently conserve the Easement Area in its present and natural state while preserving public access as well as access for all processes which in any manner relate to the inspection, maintenance, expansion, repair and replacement of all existing utilities and appurtenances within the Easement Area, and to install expanded and replacement utilities and appurtenances and to engage in all such processes with respect to such expanded and replacement utilities and appurtenances within the Easement Area.

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 grants and conveys unto the Grantee, a permanent easement interest in the following described property of the Grantor:

BEGINNING for the same at the northeastern most corner of South Cherry Grove Avenue as shown on a plat entitled "Section I, Heritage" dated July 18, 1963, recorded as Plat No. 1730 among the land records of Anne Arundel County in Plat Book 32, page 55;

thence from the beginning point so fixed and running with the east of said road, as adjusted to City of Annapolis grid, south 20 degrees, 30 minutes, 03 seconds west 99.82 feet to a point of curve;

thence still with the east side of said road with a curve to the left with a length of 88.61 feet and a radius of 471.36 feet and subtended with a chord of south 15 degrees, 06 minutes, 58 seconds west 88.47 feet to a point, said point also being the northwest corner of Lot 1 shown on said plat;

CITY OF ANNAPOLIS
WATER DEPARTMENT
WATER BILLS PAID TO (AE)

SEP - 9 1999

This will certify that the property named in this deed has been transferred as provided by Act of 1938

RECEIVED RECORDS SECTION ANNE ARUNDEL COUNTY

FILED

99 NOV -5 AM 11:10

FILED

NO TAXES NECESSARY
11/09/99
FINANCIAL OFFICER
TAX DIVISION

W/S
Walt
11-4-99

NO TRANSFER NECESSARY

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

OFFICE OF LAW
CITY OF ANNAPOLIS
160 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND 21401-2526

Patricia I. Danks

thence crossing said road to the west side south 86 degrees, 50 minutes, 40 seconds west 61.36 feet to a point, said point being the northeast corner of lot 53 as shown on said plat;

thence running with the west side of said road and with a curve to the right having a length of 113.55 feet with a radius of 531.36 feet subtended with a chord of north 14 degrees, 22 minutes, 21 seconds east 113.34 feet;

thence still running with the west side of said road north 20 degrees 29 minutes 43 seconds east 61.75 feet to a point;

thence crossing said road north 78 degrees 22 minutes 00 seconds east 70, 87 feet to the place of beginning;

Containing 0.25 acres, more or less.

BEING more particularly reflected on Plat No. 354C of the City of Annapolis, a copy of which is attached hereto and intended to be recorded herewith.

BEING part of the parcel of land identified as Parcel 1 which, by Deed dated May 22, 1967, recorded among the land records of Anne Arundel County in libre 2123, folio 566, was granted and conveyed by the Heritage Corporation to the within Grantor.

And the parties hereby agree as follows with respect to said easement interest:

1. Duration:

(a) The easement shall be nontransferable, permanent and perpetual, subject only to the following:

(b) If Grantee forfeits its corporate charter, if Grantee's corporate status becomes inactive or if Grantee otherwise ceases to exist, then the easement shall automatically extinguish and revert back to the Grantor without any further action by Grantor being required.

2. Conservation Area:

(a) The Grantor shall give recognition to the Easement Area as a permanent conservation area and shall take no action to alter the natural and present state thereof, except as stated in this Deed of Easement and Agreement.

3. Ownership of Utilities:

(a) The Grantor shall continue to own all utilities and appurtenances on, over, under, along, across and through the Easement Area which it currently owns, and which it may in the future own due to expansion or replacement, including but not limited to storm, water, sewer, electric, gas, telephone and cable television utilities and appurtenances.

4. Maintenance of Foot Bridge and Foot Paths:

(a) The Grantor shall be responsible for the maintenance, repair and, if reasonably necessary, replacement of the foot bridge and foot paths located within the easement area.

5. Permitted Activities:

(a) The Grantor shall be entitled to go on the Easement Area, at reasonable times and in a reasonable manner, to engage in all processes required, as may be reasonably necessary from time to time, to inspect, maintain, expand, repair and replace all existing utilities and appurtenances and to install expanded and replacement utilities and appurtenances and to engage in all the processes set forth herein with respect to such expanded and replacement utilities and appurtenances, within the Easement Area as set forth in paragraph 3 herein.

(b) The Grantor shall be entitled to go on the Easement Area, at reasonable times and in a reasonable manner, to engage in all processes required, as may be reasonably necessary from time to time, to inspect, maintain, restore, repair and, if reasonably necessary, replace the foot bridge, foot paths and stream beds within the Easement Area.

(c) If reasonably necessary to manage all existing and any expanded or replacement utilities and appurtenances within the Easement Area and to fulfill its obligations with respect to the footbridge, foot paths and stream beds within the Easement Area, the Grantor shall be entitled to:

(i) make openings within the Easement Area and bring thereon all materials, equipment, vehicles, employees and independent contractors and their subcontractors;

(ii) remove trees, shrubs, areas of lawn and other plantings within the Easement Area and shall restore or replace such items to match existing conditions within the Easement Area;

(iii) maintain, repair alter, restore, improve or replace other structures which may be located within the Easement Area.

(d) The Grantor shall use all reasonable means to minimize disturbance of the Easement Area while engaging in permitted activities therein.

6. Access and Inspection:

(a) Upon written notification to Grantor by certified letter, Grantee shall have the right to inspect all existing and any expanded or replacement utilities and appurtenances within five (5) business days of the date of certification of the letter.

(b) If Grantee's inspection reveals problems with any existing or expanded or replacement utilities and appurtenances within the Easement Area that constitute a breach of this Deed of Easement and Agreement, then Grantee shall bring such discrepancies to the attention of Grantor.

(c) Grantee and Grantor shall then establish a plan to remedy the problems jointly.

7. Recordation:

(a) This Deed of Easement and Agreement shall be recorded among the land records of Anne Arundel County at the Grantee's expense.

8. Modification:

(a) This Deed of Easement and Agreement shall not be modified except by a writing signed by the parties and duly notarized.

9. Binding Effect:

(a) The Grantee's interest in the Easement Area shall run with the property and be binding on and enforceable against the Grantor and its successors and assigns.

(b) All covenants and conditions of the agreement set forth herein shall run with the property and be binding on and enforceable against the parties and their successors and assigns.

10. Integration:

(a) This Deed of Easement and Agreement is the parties' final and entire understanding and agreement pertaining to the matters set forth herein.

(b) There are no representations, conditions, or terms pertaining to these matters, oral or written, other than those expressly set forth herein.

11. Consideration:

(a) The Grantee affirms under the penalty of perjury that the consideration for the conveyance of the easement granted set forth herein does not include cash consideration.

12. Ratification:

(a) The parties certify that they have read and understand this Deed of Easement and Agreement, enter into it voluntarily and knowingly, and ratify its terms.

13. Nontransferability:

(a) Grantee shall not transfer or convey nor attempt to transfer or convey this Deed of Easement and Agreement, it being expressly understood by the parties that the same is prohibited.

14. Authorization:

(a) This Deed of Easement and Agreement is authorized by O-60-98-Revised.

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

ATTEST

Patricia L. Bembe
Patricia L. Bembe, City Clerk

CITY OF ANNAPOLIS

By Dean L. Johnson
Dean L. Johnson, Mayor

Approved as to Form and Legal Sufficiency:

Paul Garvey Goetzke Dated: 9/13/99
Paul Garvey Goetzke, City Attorney

STATE OF Maryland, COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY that on this 24th day of September, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Clifford Andrew, known to me or satisfactorily proven to be the person whose signature appears above, and he has signed this Deed of Easement and Agreement in my presence and acknowledged that he is President of Severn River Land Trust and is authorized to sign this Deed of Easement and Agreement on its behalf and to bind it thereby, and

that this Deed of Easement and Agreement is his free and voluntary act made for the purposes set forth therein.

AS WITNESS my hand and Notarial Seal.

Laure L. West
Notary Public
My Commission Expires: 5/1/03

ATTEST:

Laure L. West

SEVERN RIVER LAND TRUST

By Cliff G Andrew
Name: Clifford G Andrew, President
Address: PO Box 2008
Annapolis, MD 21404
(410) 923-8800

Pursuant to Section 3-104 of the Real Property Article of the Annotated Code of Maryland, it is certified hereby that this Deed of Easement and Agreement has been prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Paul Garvey Goetzke
Paul Garvey Goetzke

Return to:
Paul Garvey Goetzke
160 Duke of Gloucester Street
Annapolis, MD 21041

[agree\severn.2]