

IN P+Z file
C-84-8-246
157 ac
on Painters
Hill plat
(Section
4)

No Title Examination

CONSERVATION EASEMENT

This Conservation Easement, made this 12th day of April, 1979, by and between Presidential Realty Corporation as Grantors, and the Mayor and Aldermen of the City of Annapolis, a Municipal Corporation, Grantee,

WHEREAS, the said Grantors, are the owners in fee of the real property, hereinafter described, situate in the Sixth Assessment District, Anne Arundel County, Maryland; and

WHEREAS, the said land of the said Grantors have certain attractive natural features; and

WHEREAS, the Mayor and Aldermen of the City of Annapolis have determined the use and benefit to be derived from the flood plain of the headwaters of Spa Creek of the City of Annapolis will be substantially enhanced by the preservation of the scenic features of said area 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 the lands of the said Grantors is important and necessary for the preservation of the scenic and ecological value of the headwaters and flood plain of Spa Creek for the people of the City of Annapolis; and

WHEREAS, the Grantors are willing to grant to the Mayor and Aldermen of the City of Annapolis, the use as hereinafter impressed upon their said lands and thereby the protection to the natural environment of said area will result in the restricted use and enjoyment by the Grantors of their property because of the imposing of conditions in connection herewith hereinafter expressed;

NOW THEREFORE, in and for the consideration of the premises, the sum of Ten Dollars (\$10.00) ~~and other good and valuable considerations~~, the receipt whereof is hereby acknowledged by the Grantors, the Grantors do hereby grant and convey unto the Mayor and Aldermen of the City of Annapolis, its successors and assigns, an estate, interest and conservation easement in said real property of said Grantors, of the nature and character and to the extent hereinafter expressed to be and to constitute a servitude upon said real estate of the Grantors, which estate, interest, easement and servitude will result from the restrictions hereby imposed upon the use of said property of said Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto said Grantors covenant on behalf of themselves, their heirs, successors and assigns, to do and refrain from doing, severally and collectively, upon the Grantors' said property, hereinafter described, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the 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 the said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their 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 described premises; except those structures now existing or walkways, stairs, and/or steps which shall be permitted to be maintained, repaired and replaced by the Grantors, their heirs, successors and assigns.
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 no use of said described property, which, in the opinion and judgement of said City of Annapolis Planning and Zoning Commission and the Mayor and Aldermen of the City of Annapolis, will or does materially alter the landscape or other attractive scenic features of said land, other than those specified above and the removal of 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 and the Mayor and Aldermen of the City of Annapolis.

3193/706

4. The land of the Grantors, hereinafter referred to and to which the provisions of this instrument apply, is situate in the City of Annapolis, Sixth Assessment District of Anne Arundel County, and is particularly described as follows:

DESCRIPTION AND PLAT

BEGINNING for the same at a point in, and South 55° 24' 40" West, 217.18 feet from the beginning of the South 55° 24' 40" West, 236.18 foot line of the conveyance from Kent Washington, Inc. to Presidential Realty Corporation by deed dated July 16, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2986, folio 585, and running from said beginning point so fixed leaving the outlines of said conveyance (2986/585) and crossing part of same North 25° 23' 49" West, 292.93 feet;

THENCE with a curve to the left in an easterly direction for an arc length of 56.07 feet; said curve having a radius of 171.12 feet and a chord of North 89° 17' 06" East, 55.82 feet to coordinate point number 51 as shown on a plat of Section 3, Painter's Hill at the Landings recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 67, page 36; said point being at the south westerly end of Young's Farm Road as shown on said plat;

THENCE leaving Young's Farm Road and with the easterly side of the herein described Conservation Easement, South 40° 26' 29" West, 19.77, South 24° 04' 17" East, 65.00 feet, South 07° 41' 47" East, 42.90 feet and South 26° 00' 03" East, 152.49 feet to intersect the aforementioned South 55° 24' 40" West, 236.18 foot line of the above mentioned conveyance to Presidential Realty Corporation (2986/585);

THENCE with part of said line South 55° 24' 40" West, 20.0 feet to the place of beginning;

CONTAINING 0.157 acres, more or less;

BEING part of the above mentioned conveyance from Kent Washington, Inc. to Presidential Realty Corporation, by deed dated July 6, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2986, folio 585, and being the Conservation Easement Area as shown on the Plat of Section 4, Painter's Hill at the Landings, to be recorded among the Land Records of Anne Arundel County.

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, successors and assigns of the said Grantors and shall constitute a servitude upon the above described land.

EXCEPTING AND RESERVING to the Grantors, their 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 damaged 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 any right of ingress or egress or any rights or privileges to use said property 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.

The Grantors and Grantee reserve the right to amend, change or cancel this Agreement at any time by a appropriate instrument in writing filed among the Land Records of Anne Arundel County ~~without the consent of any other~~

~~person or entity~~ provided it is mutually agreed upon by

Grantor and Grantee. RLG/B

.../.

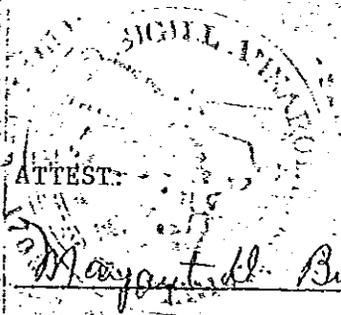
IN WITNESS WHEREOF, the Grantors have hereunto set their hands
the day and year in this instrument first above mentioned.

PRESIDENTIAL REALTY CORPORATION

By: *Robert Hill* (SEAL)
Vice President

WITNESS:

Margaret E. Neussner



ATTEST:

Margaret E. Neussner

By: _____ (SEAL)

THE MAYOR AND ALDERMEN OF THE CITY
OF ANNAPOLIS

J. J. Gent

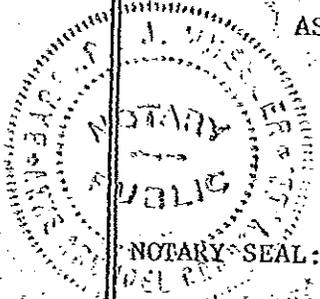
STATE OF MARYLAND, ANNE ARUNDEL COUNTY

, to wit:

I HEREBY CERTIFY that on this 12th day of April
 in the year Nineteen Hundred and Seventy Nine , before me, the subscribed,
 a Notary Public of the State of Maryland, in and for the County
 aforesaid, personally appeared Robert Libson, Vice President of Presidential
 Realty Corporation, a New York Corporation, and that he, as such Vice President
 being authorized so to do, executed the foregoing instrument for the purposes
 therein contained by signing, in my presence, the name of the said corporation
 by himself as Vice President, as one of the
 parties to the within Deed of Easement and Agreement, and
 he acknowledged the same to be the act of the said Corporation.

AS WITNESS my Hand and Notary Seal.

Barbara J. Shuler
 Notary Public



NOTARY SEAL:

Approved as to legal
 form and sufficiently.

Robert M. Libson
 City Attorney

APPROVED and ACCEPTED this 20th
 day of APRIL , 1979,

THE MAYOR AND ALDERMEN OF THE
 CITY OF ANNAPOLIS

ATTEST:

Margaret D. Burkitt
 City Clerk

By *J. G. [Signature]*
 Mayor

Mailed to: *Esperance Libson*