

Note
(This is Not on D.P.W.'s
map as a P.W.
dep on S. 10.5
dep on S. 10.5)

CC

3473/1837

7th WARD

~~20~~ Dec. 81

2.386 ac.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 2nd day of December,

1981, by and between TRUXTON COURT JOINT VENTURE, a Maryland Joint Venture, the Joint Venturers being HYATT BUILDERS, INC., (successor corporation to Capitol Construction of Annapolis, Inc.) a body corporate of the State of Maryland, t/a Hyatt Builders, CHARLES M. WILLIAMS and MICHAEL B. MONIAS, Grantors, and THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS, a Municipal corporation, Grantee.

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of the following described property lying and situate in the City of Annapolis, Sixth Assessment District of Anne Arundel County, Maryland, that is to say:

BEING all those tracts of land indicated as "Conservation and Storm Drain Easement Area", being portions of lots 5, 6, 7, and 12 as shown on the plat of Truxton Court, by J.R. McCrone, Jr., Inc., Registered Professional Engineer and Land Surveyors, dated June, 1980, recorded, or intended to be recorded, among the Plat Records of Anne Arundel County, Maryland, in Plat Book No. _____, page _____

See Attached

SAID Conservation and Storm Drain Easement Area, as indicated, contains a total of 103,920 square feet, or 2.386 acres of land;

BEING part of the conveyance from Harrison A. Pollock and wife, to Truxton Court Joint Venture, by deed dated April 24, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3306, folio 749.

sometimes hereinafter referred to as "Property".

WHEREAS, the City of Annapolis has determined that conservation and preservation of the aforesaid Property in its natural state will be of substantial benefit to the residents of the Truxton Court subdivision, as well as to the people of the City of Annapolis generally; and

WHEREAS, it has been determined by the Planning and Zoning Commission of the City of Annapolis that a conservation easement over the aforesaid Property of the said Grantors is important and necessary for the preservation of the waters of Spa Creek for the people of the City of Annapolis; and

WHEREAS, the Grantors are willing to grant to the City of Annapolis the conservation easement hereinafter described in order to insure the preservation, protection and conservation of said area; and

WHEREAS, the execution of these presents was a condition precedent to the approval of the aforesaid subdivision plat of Truxton Court by The Mayor and Aldermen of the City of Annapolis, as set forth in Resolution R-51-81, adopted on September 21, 1981.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, and sufficiency of which the receipt is hereby acknowledged by the Grantors, the Grantors do hereby grant and convey unto the Mayor and Aldermen of the City of Annapolis, Grantee, its successors and assigns conservation easement, in perpetuity, in and to all of the aforesaid Property of Grantors described hereinabove, being portions of lots 5, 6, 7, and 12, as shown on the aforesaid plat of Truxton Court, recorded, or intended to be recorded, among the Plat Records of Anne Arundel County, Maryland, and labeled "Conservation and Storm Drain Easement Area" on said plat, subject to the restrictions hereby imposed upon the use of said Property of Grantors, and to that end and for the purpose of accomplishing the intent of the parties hereto, Grantors covenant on behalf of themselves, their respective heirs, successors and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Grantors' said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and refraining from doing said acts, and each thereof, upon said property is and will be for the benefit of the people of the City of Annapolis, to wit:

1. That no structure of any kind will be placed or erected upon said property, unless first approved in writing by the Planning and Zoning Commission and Public Works Department of the City of Annapolis.

2. That the 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 and Public Works Department of the City of Annapolis and the Mayor and Aldermen of the City of Annapolis.

3. 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 scenic features of said property, other than those specified above, general maintenance, and 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 said Planning and Zoning Commission of the City of Annapolis.

TO HAVE AND TO HOLD the above described easement unto and to the use and benefit of 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 Grantors and shall constitute a servitude upon the above-described property.

EXCEPTING AND RESERVING to the Grantors, their respective heirs and assigns:

a. The right and the obligation to maintain all of the property within the easement, it being expressly understood and agreed that, by the acceptance of this conservation easement, The Mayor and Aldermen of the City of Annapolis, its successors and assigns, is assuming no liability or responsibility for the maintenance or preservation of any portion of the property comprising the easement, or any structures or facilities hereafter erected or constructed thereon.

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

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. 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, or their respective heirs, successors, or assigns, acting jointly, reserve the right to amend, charge 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.

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


WITNESS:


TRUXTON COURT JOINT VENTURE

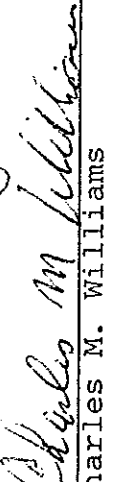
BY:

HYATT BUILDERS, INC.





Louis Hyatt, President




Charles M. Williams




Michael B. Monias

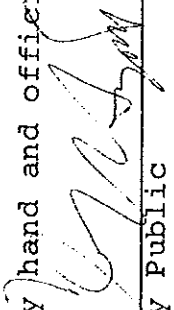
STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, ss:

On this 7th day of December, 1981, before me, a Notary Public of said State, personally appeared Louis Hyatt who acknowledged himself to be the duly authorized officer of TRUXTON COURT JOINT VENTURE, a Maryland Joint Venture, 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.

My Commission Expires:

7/1/82



Notary Public


STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, ss:

On this 2nd day of December, 1981, before me, a Notary Public of said State, personally appeared Louis Hyatt, who acknowledged himself to be the President of HYATT BUILDERS, 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.

My Commission Expires:

7/1/82



Notary Public

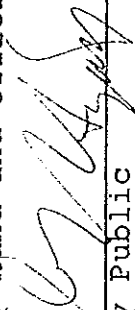
STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, ss:

On this 2nd day of December, 1981, before me, a Notary Public of said State, personally appeared CHARLES M. WILLIAMS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

7/1/82



Notary Public

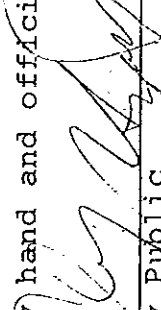
STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, ss:

On this 2nd day of December, 1981, before me, a Notary Public of said State, personally appeared MICHAEL B. MONIAS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

7/1/82



Notary Public

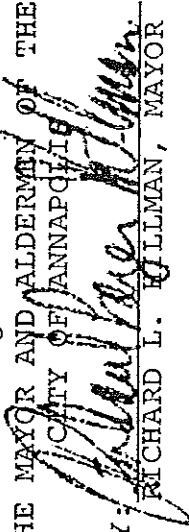
ATTEST:

Margaret D. Burket
Margaret D. Burket, City Clerk

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY THIS 4th DAY OF
January, 1982.


Richard G. Anderson

APPROVED AND ACCEPTED THIS
4th DAY OF January, 1982

THE MAYOR AND ALDERMEN OF THE
CITY OF ANNAPOLIS
BY: 
RICHARD L. GILLMAN, MAYOR