

DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 2 day of July, 2001, by and between VILLAGE GREENS OF ANNAPOLIS, INC, a corporation of the State of Maryland ("Village Greens"), and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland ("City")

WHEREAS, Village Greens is fee simple owner of property located in the City of Annapolis, Maryland, more particularly described in the following deeds recorded among the land records of Anne Arundel County ("Property");

1. all parcels described in Exhibit B in a deed dated November 13, 2000 recorded in liber 10171, page 19;
2. all of that property described in a deed dated November 13, 2000 recorded in liber 10171, page 38;
3. all of that property described in a deed dated November 13, 2000 recorded in liber 10171, page 43.

WHEREAS, the Property is also shown on a plat, entitled "Village Greens of Annapolis," recorded or intended to be recorded among the plat records of Anne Arundel County ("Plat");

WHEREAS, the Plat reflects the following four proposed forest conservation easement areas located on the Property:

1. easement area #1, containing 138,429 square feet, or 3.18 acres, more or less, located partly on Lot 4 and partly on Lot 5 as shown on the Plat;
2. easement area #2, containing 13,847 square feet, or 0.32 acres, more or less, located on Lot 5 as shown on the Plat;
3. easement area #3, containing 198,261 square feet, or 4.55 acres, more or less, located on Lot 5 as shown on the Plat;
4. easement area #4, containing 24,643 square feet, or 0.57 acres, more or less, located on Lot 5 as shown on the Plat.

WHEREAS, the City requires that Village Greens, as one requirement for the approval of a permit application for the development of the Property, convey to the City a permanent easement interest in each of the four proposed forest conservation easement areas for purposes related to the management thereof.

RECORDS SECTION
CIRCUIT COURT, ANNE ARUNDEL COUNTY

01 NOV 14 PM 2:28

PAID FOR MAKE SURE \$ 5.00
RECORDING FEE 26.00
TOTAL 31.00
Case # 0015
NOV 14 2001

Rec'd # 68807
\$18 * 1802
0212 PM

WHEREAS, Village Greens is willing to convey such easement interests to the City for such purposes.

NOW, THEREFORE, in consideration of these premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which the parties acknowledge, Village Greens hereby grants and conveys to the City a permanent easement interest on, over, under, along, across and through each of the four forest conservation easement areas described above and as shown on the Plat in accordance with the terms set forth below.

1. Management

(a) The City, without prior notice to or approval of Village Greens, may at any time delegate or assign responsibility for the management of any of the conservation easement areas 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 City may delegate or assign such shall have the same right as the City to enter upon each conservation easement area at any time for any purpose which in any way is related to the management thereof.

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 any 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 any conservation easement area.

(c) There shall be no materials, bulk materials, refuse or trash brought upon, placed, kept or maintained on any conservation easement area.

(d) There shall be no motor vehicles brought upon, parked, placed, kept or maintained on any 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 any conservation easement area.

(f) Except as specifically permitted herein, there shall be no alteration of the general topography or the present natural state of any conservation easement area;

(g) Restrictions upon activities within each conservation easement area shall be further governed by all applicable laws, including but not limited to those laws pertaining to critical areas and wetlands.

3. Permitted Activities

(a) The City, and any entity to whom it subsequently delegates responsibility for the management of any conservation easement area, may engage in the following permitted activities upon such 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 required by the City, 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 but not limited to those related to stormwater management, sewer, water, electric, telephone and other utilities and appurtenances, on, over, under, along, across and through each 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 Deed of Conservation Easement and Agreement shall be recorded among the land records of Anne Arundel County and the expense of Village Greens.

5. 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 Village Greens, then Skipper/Forest shall be responsible for all attorney fees, expenses of enforcement and other costs, including court costs, incurred by the CITY, including 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.

6. 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 provision shall remain in full force and effect.

7. 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.

8. Binding Effect

(a) The easement interests conveyed hereby and all covenants and conditions set forth herein shall run with the Property and be binding on and enforceable against Village Greens and its successors and assigns, and inure to the benefit of the City and any entity to whom the City may subsequently grant responsibility for the management of any the 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.

Village Greens of Annapolis, Inc:

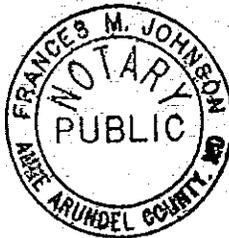
W. C. W. Smith
WITNESS

[Signature]
By: _____ (SEAL)
GARY W. KOCH, President

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

I HEREBY CERTIFY that on this 27th day of June, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gary W. Koch, 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 President of Village Greens of Annapolis, Inc. and is authorized on its behalf to execute this Deed of Conservation Easement and Agreement and to bind it 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.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2005

ATTEST:

CITY OF ANNAPOLIS:

Deborah S. Heimbuch
DEBORAH S. HEINBUCH, City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Paul Garvey Goetzke
PAUL GARVEY GOETZKE,
City Attorney

7-2-01
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