

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 21st day of JANUARY, 1982, by and between WINDMILL HILL LIMITED PARTNERSHIP, Grantor, and THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS, a Municipal corporation, Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner 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 portion of lots 26, 27 and 28 as shown on the plat of Windmills of Annapolis; 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 Windmills of Annapolis 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 College Creek for the people of the City of Annapolis; and

WHEREAS, the Grantor is 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 Windmills of Annapolis by The Mayor and Aldermen of the City of Annapolis on January 18, 1982.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the sufficiency of which the receipt is hereby acknowledged by the Grantor, the Grantor does 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 the Grantor described hereinabove, being portions of lots 26, 27 and 28, as shown on the aforesaid plat of Windmills of Annapolis, recorded, or intended to be recorded, among the Plat Records of Anne Arundel County, Maryland, and labeled "Conservation Easement Area" on said plat, subject to the

I hereby certify that the property contained herein has been transferred as provided for under Article 81 Section 3-104 of the Maryland Code District of Prince Georges

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restrictions hereby imposed upon the use of said Property of Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto, Grantor covenants on behalf of itself, its respective heirs, successors and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Grantor's 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 Zoning Officer 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 Zoning Officer 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 Zoning Officer, will or does materially alter the landscape or other scenic features of said property, other than those specified above, general maintenance, and of 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 Zoning Officer 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 Grantor and shall constitute a servitude upon the above-described property.

EXCEPTING AND RESERVING to the Grantor, its respective heirs and assigns:

a. The right and the obligation to maintain all of the property within the easement, it being expressly understood and,

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.

c. 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.

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 Grantor and Grantee, or their respective heirs, successors, or assigns, acting jointly, reserve the right to amend, change 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 Grantor has hereunto set its had this day and year of this instrument first above mentioned.

WINDMILL HILL LIMITED PARTNERSHIP

BY: W.M.D., Inc.,
Corporate General Partner

ATTEST:

Wayne T. Kosmel

BY: *Anthony E. Dahnk*
Anthony E. Dahnk,
President

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 7th day of JANUARY, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anthony E. Dahnk, who acknowledged himself to be President of W.M.D., Inc., Corporate General Partner of Windmill Hill Limited Partnership, 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 purposes therein contained, and in my presence signed and sealed the same.

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

Richard A. Baradel
Notary Public



My Commission Expires: July 1, 1982.

9516B-13

Mailed to: *Hartman & Co.*