

For information
superceded by 9655/453

DEED OF CONSERVATION EASEMENT AND AGREEMENT

THIS DEED OF CONSERVATION EASEMENT AND AGREEMENT is made this 23rd day of September, 1999, by HARBOR VIEW HOMEOWNERS ASSOCIATION, INC., Grantor, a non-profit corporation of the State of Maryland, BACK CREEK PARTNERS, LLC, a limited liability corporation of the State of Maryland, and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland, Grantee.

WHEREAS, the Grantor is fee simple owner of property located in the City of Annapolis, Maryland, being part of the property described in a deed dated September 24, 1998 recorded among the land records of Anne Arundel County in liber 8703, folio 50 and more particularly described as the "Conservation Easement Area" as shown and designated on a plat entitled "Harbor View, Plat Two of Two" ("Plat") recorded as Plat No. 11473 among the land records of Anne Arundel County in Plat Book 218, page 47, a copy of which is attached hereto and recorded herewith;

WHEREAS, the Plat binds the Grantor, as a successor to Back Creek Partners, LLC, to convey a permanent easement to the Grantee in the entire Conservation Easement Area for purposes related to the management of the Conservation Easement Area;

WHEREAS, pursuant to Article III, Section 1, of a Declaration of Easements, Covenants and Restrictions of Back Creek Partners, LLC ("Declaration") recorded or intended to be recorded among the land records of Anne Arundel County, also requires that the Grantor enter into such Deed of Conservation Easement and Agreement to convey to the Grantee a permanent easement interest in the Conservation Easement Area

WHEREAS, intending to comply with the requirements of said Plat and Declaration, Back Creek Partners, LLC, pursuant to said Plat, executed a Declaration of Conservation Easement on April 6, 1999 and recorded it among the land records of Anne Arundel County in liber 9104, folio, 509;

WHEREAS, the parties acknowledge that the Declaration of Conservation Easement does not fully set forth all provisions which the parties intended regarding the management of and other matters pertaining to the Conservation Easement Area;

WHEREAS, Back Creek Partners the intends by this Deed of Conservation Easement and Agreement to nullify said Declaration of Conservation Easement and

NO TRANSFER NECESSARY
10-1-99-2641

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

SEARCHED
INDEXED
SERIALIZED
OCT 01 1999
01:41 PM

NO TAXES NECESSARY
OCT 10-01-99
FINANCIAL OFFICER
TAX DIVISION

This will certify that the provisions in this deed has been transferred as provided by Act of 1987.
PLB Patricia L. Bembe, Clerk

CITY OF ANNAPOLIS
WATER DEPARTMENT
WATER BILLS PAID TO M7B
SEP 23 1999 M7B

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to render it of no further effect and to give superceding effect to this Deed of Conservation Easement and Agreement and hereby joins in this Deed of Conservation Easement Agreement for such purpose;

WHEREAS, the parties intend that this Deed of Conservation Easement and Agreement shall constitute compliance with said Plat and Declaration.

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, the Grantor hereby grants and conveys to the Grantee, a permanent easement interest on , over, under, along, across and through the Conservation Easement Area as shown on said Plat in accordance with the terms set forth below.

1. Management

(a) The Grantee, without prior notice to or approval of the Grantor, may at any time delegate or assign responsibility for the management of the Conservation Easement Area 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 Grantee may delegate or assign responsibility for the management of the Conservation Easement Area shall have the same right as the Grantee to enter upon the Conservation Easement Area at any time for any purpose related to the management of the Conservation Easement Area.

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 the 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 the Conservation Easement Area.

(c) There shall be no materials, bulk materials, refuse or trash brought upon, placed, kept or maintained on the Conservation Easement Area.

(d) There shall be no motor vehicles brought upon, parked, placed, kept or maintained on the 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 the Conservation Easement Area.

(f) Except as specifically permitted herein, there shall be no alteration of the general topography or the present natural state of the Conservation Easement Area;

(g) Restrictions upon activities within the Conservation Easement Area shall be further governed by all applicable laws pertaining to critical areas, wetlands and the Conservation Easement Area generally.

3. Permitted Activities

(a) The Grantee, and any entity to whom it subsequently delegates responsibility for the management of the Conservation Easement Area, may engage in the following permitted activities upon the Conservation Easement Area:

(1) landscaping, forestry activities and public improvements in accordance with any plan approved by the Grantee and the Annapolis Conservancy Board;

(2) all processes required by the Grantee, 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 storm, water, sewer electric, telephone and other utilities and appurtenances, on, over, under, along, across and through the 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.

5. Enforcement

(a) The Grantee shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Deed of Conservation Easement and Agreement.

6. Severability

(a) Invalidity 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, recorded or otherwise, this Deed of Conservation Easement and Agreement shall unconditionally have superceding effect.

(b) Back Creek Partners, LLC hereby nullifies the Declaration of Conservation Easement dated April 6, 1999 recorded among the land records of Anne Arundel County and declares it of no further effect, and acknowledges that this Deed of Conservation Easement and Agreement has superceding effect.

8. Binding Effect

(a) This Deed of Conservation Easement and Agreement and all covenants and conditions set forth therein shall run with the Conservation Easement Area and be binding on and enforceable against the parties and their successors and assigns, and any entity to whom the Grantee may subsequently grant responsibility for the management of the Conservation Easement Area.

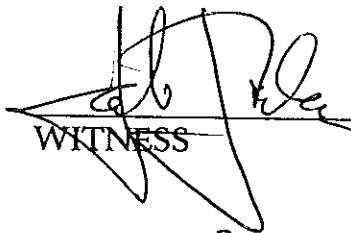
IN WITNESS WHEREOF, the parties have executed this Deed of Conservation Easement and Agreement on the day and year first herein written.

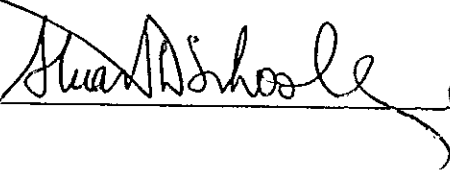
Harbor View Homeowners
Association, Inc.

By: [Signature] (SEAL)

[Signature]
WITNESS

Back Creek Partners, LLC


WITNESS

By:  (SEAL)

STATE OF Maryland, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 22nd day of September, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stuart D. Schooley, known to me or satisfactorily proven to be the person whose signature appears above, and he/she has signed this Deed of Conservation Easement and Agreement in my presence and acknowledged that he/she is President of Harbor View Homeowners Association, 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/her free and voluntary act made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.



Notary Public
My Commission Expires: **CARMEN I. URIBE**
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 23, 2002

STATE OF Maryland, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 22nd day of September, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Stuart D. Schooley, known to me or satisfactorily proven to be the person whose signature appears above, and he/she has signed this Deed of Conservation Easement and Agreement in my presence and acknowledged that he/she is Managing Member of Back Creek Partners, LLC 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/her free and voluntary act made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Carmen I. Uribe
Notary Public
My Commission Expires: CARMEN I. URIBE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 23, 2002

ATTEST:

CITY OF ANNAPOLIS:

Patricia L. Bembe
PATRICIA L. BEMBE, City Clerk *for*

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Paul Garvey Goetzke
PAUL GARVEY GOETZKE,
City Attorney

SEPTEMBER 23, 1999
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