

DEED OF EASEMENT AND DEDICATION AND CONVEYANCE OF SEWAGE PUMPING SYSTEM

THIS DEED OF EASEMENT, made this 10<sup>th</sup> day of SEPTEMBER, 1996, by and between SHEARWATER CONDOMINIUM ASSOCIATION, INC. ("Grantor" or "Association") and CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland ("Grantee" or "City").

EXPLANATORY STATEMENT

The Association is the corporate body of the Council of Unit Owners of the Shearwater Condominium ("Condominium") and is charged with the administration of the Condominium and the community facilities consisting of parcels of land, buildings, improvements, rights, privileges and appurtenances thereto as authorized by the Shearwater Condominium Declaration dated December 29, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3471 at folio 169.

The Association desires to dedicate and convey to the City all of its right, title and interest in and to the Shearwater Sewage Pumping Station and Force Main (collectively referred to hereafter as the "Sewage Pumping System") and grant such easements to the City as necessary for the future access, maintenance, construction, reconstruction, repair and operation of the Sewage Pumping System.

The City has agreed to accept as of the date of this instrument this dedication and conveyance and to accept the responsibility for the future maintenance, construction, reconstruction, repair and operation of the Sewage Pumping System as part of the City's public sanitary sewer system, together with the necessary access easements.

This will certify that the property named in this deed has been transferred as provided by Act of 1985.

Patricia L. Bembe, Clerk

CITY OF ANNAPOLIS  
WATER DEPARTMENT

SEP 10 1996

RECORDED  
BY  
10/10/96  
COURT

NO TRANSFER NECESSARY

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Anne Arundel County

NO TAXES NECESSARY

10-10-96 gm  
CANCELLER

As required by the Condominium Declaration and the Maryland Condominium Act, this dedication, conveyance and easement has been approved by Unit Owners having at least 66 2/3% of the votes and by the corresponding mortgagees thereon.

NOW, THEREFORE, witnesseth, that for and in consideration of the Explanatory Statement, which is a material part of this Deed of Easement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto the Grantee, its successors and assigns, all of the Grantor's right, title and interest in and to the Sewage Pumping System within those areas designated and depicted as the "Utility Easement Area" on the plat which is attached hereto and designated Exhibit A. Grantee, on behalf of itself, its successors and assigns, accepts the Sewage Pumping System from the date of this instrument, and shall be solely responsible for the maintenance, construction, reconstruction, repair and operation of same and shall operate it as part of the City's public sanitary sewer system.

Grantor hereby grants to Grantee a perpetual easement in and to all those areas designated and depicted as "Utility Easement Area" on Exhibit A for the purposes of maintenance, construction, reconstruction, repair, modification, replacement and operation of the Sewage Pumping System, and the making of any temporary openings and excavations within such Utility Easement Area as are necessary and proper to effect such purposes.

Grantee covenants and agrees that any land of the Grantor disturbed by Grantee in the exercise of its rights under this instrument, either by way of excavation, openings or otherwise, shall be restored by Grantee promptly upon completion of work to at least as good a condition as existed prior to the disturbance.

Grantor grants and conveys unto the Grantee an easement of ingress and egress over the streets and ways of the Condominium for the purposes of carrying out and performing the duties and obligations with respect to the Sewage Pumping System.

This Deed of Easement shall run with and bind upon the land described herein, it being the intent of the Grantor and the Grantee Association that this instrument shall be a covenant running with the land; it being the further intent of the Grantor and Grantee that this Deed of Easement shall be binding upon their respective successors and assigns.

WITNESS the hands and seals of the Grantor and Grantee as of the day and year first above written.

ATTEST:

SHEARWATER CONDOMINIUM  
ASSOCIATION, INC.

George T. Kosmell

By: A. F. A. Holston, Jr. (SEAL)  
A. Franklin Holston, Jr.,  
President

CITY OF ANNAPOLIS

Raymond H. Bernbe

By: Alfred A. Hopkins (SEAL)  
Alfred A. Hopkins, Mayor

APPROVED FOR FORM  
AND LEGAL SUFFICIENCY:

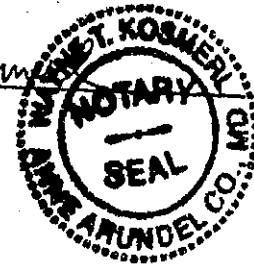
[Signature] SEPT 20, 1996  
Paul Garvey Goetzke,  
City Attorney

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 19 day of September, 1996, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared A. FRANKLIN HOLSTON, JR, who acknowledged himself to be the President of Shearwater Condominium Association, Inc., and that he, as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation by himself as such officer, and he further certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the assets of said Corporation.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



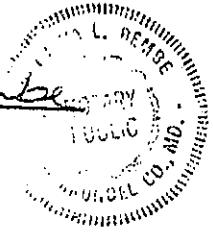
My Commission Expires: July 1, 1997

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of September, 1996, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared ALFRED A. HOPKINS, known to me, or satisfactorily proven to be, the person described in the foregoing instrument, and he acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

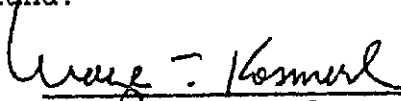
AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public



My Commission Expires:

I hereby certify that the within instrument was prepared by, or under the supervision of the undersigned, an attorney licensed to practice in the State of Maryland.



Wayne T. Kosmerl, Esquire  
~~125 West Street, Fourth Floor~~  
~~Annapolis, Maryland 21401~~  
~~(410) 268-6600~~

temp\sem\shearded.wck

02-90-004B  
Shearwater  
March 7, 1996  
MT/bjf

DESCRIPTION OF A EASEMENT FOR A  
WASTEWATER PUMPING STATION AND APPURTENANCES  
PART OF THE LANDS OF  
THE CONDOMINIUM OF SHEARWATER  
CITY OF ANNAPOLIS  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point located South  $59^{\circ}16'43''$  West 58.63' from a pipe found at the beginning of the South  $23^{\circ}42'52''$  East 150.00 feet line as shown on a plat entitled "Condominium Plat of Shearwater" dated June 1981, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E-20 Page 48; thence leaving said Point of Beginning, and running through Phase III & Phase I of Shearwater, as aforesaid, the (10) ten following courses and distances, viz:

- 1) South  $32^{\circ}22'49''$  West 20.49 feet,
- 2) North  $57^{\circ}23'19''$  West 36.00 feet,
- 3) North  $32^{\circ}23'28''$  East 8.01 feet,
- 4) North  $52^{\circ}41'04''$  West 5.23 feet to the edge of existing parking pavement, thence crossing the existing pavement the following (3) three courses and distances, viz:
  - 5) North  $52^{\circ}41'04''$  West 20.00 feet,
  - 6) by the arc of a curve to the left 10.00 feet, said curve having a radius of 127.33 feet and a chord bearing North  $35^{\circ}03'56''$  East 10.00 feet, and
  - 7) South  $57^{\circ}11'03''$  East 20.00 feet to the edge of pavement as aforesaid, thence leaving said pavement,

EXHIBIT A-1


02-90-004B  
 Shearwater  
 Marche 7, 1996  
 Page 2

- 8) South 57° 11' 03" East, 4.67 feet,
- 9) North 32° 23' 28" East 0.92 feet and
- 10) South 56° 43' 58" East 36.00 feet to the place of beginning,

CONTAINING in all 1018 square feet more or less or 0.023 acres of land, more or less.

Included herein a (10) ten feet wide easement to Boucher Avenue along the force main "as-constructed" to include access for maintenance and repairs.

All as shown on a plat entitled "Grant of Easement to City of Annapolis for Shearwater Wastewater Pumping Station and Appurtenances" dated March 5, 1996, prepared by John E. Harms, Jr. and Associates, Inc., attached hereto and intended to be recorded herewith.

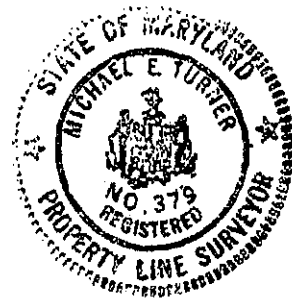
  
 Michael E. Turner  
 Maryland Property Line Surveyor #379

3/20/96  
 Date

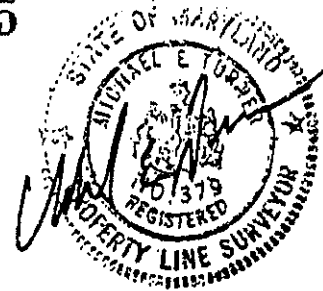
RETURN TO:

CITY OF ANNAPOLIS  
 OFFICE OF LAW

160 DUKE OF GLOUCESTER ST.  
 ANNAPOLIS, MD 21401

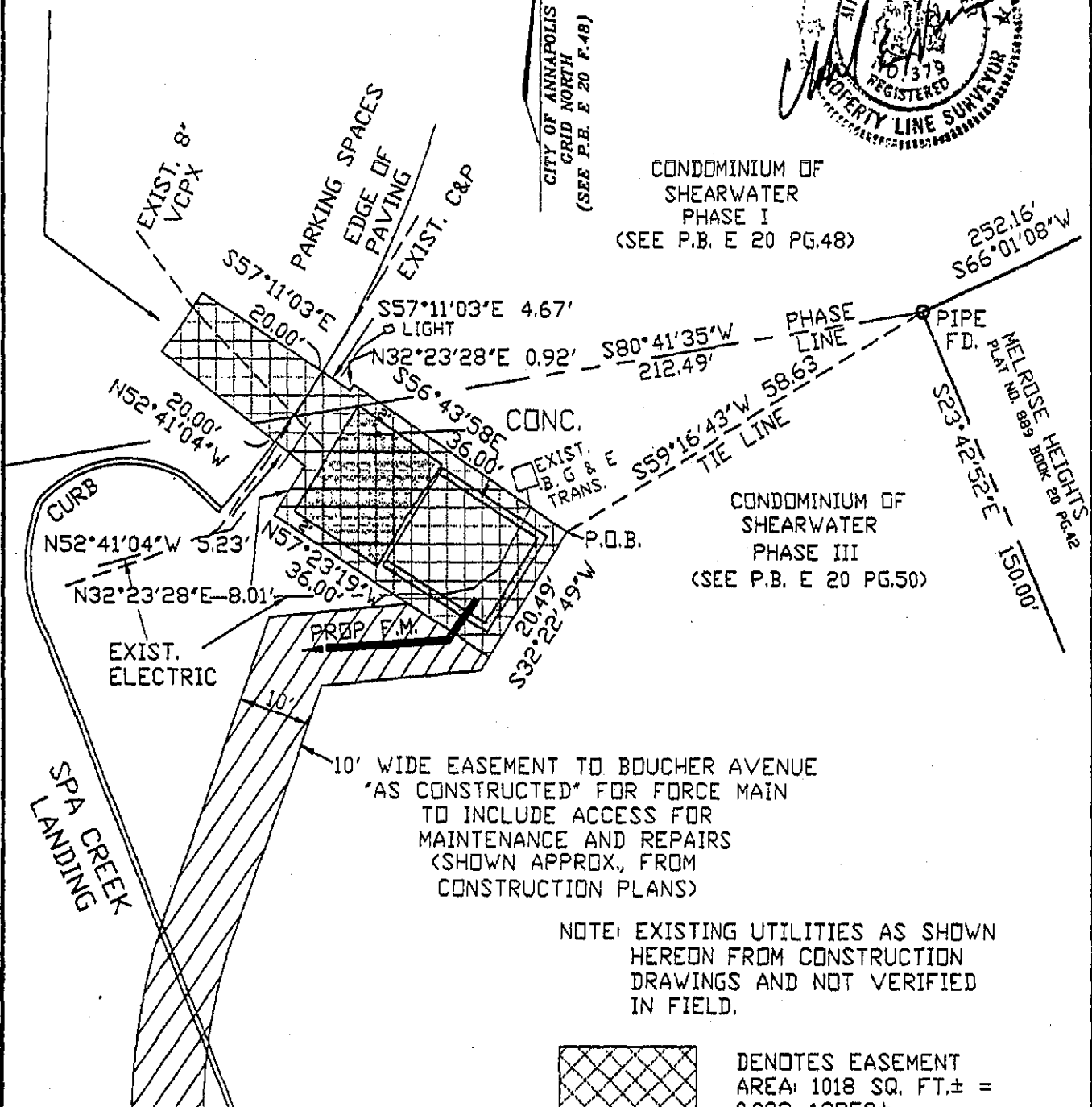


CURVE DATA  
 ARC 10.00' RADIUS 127.33'  
 CHD N35°03'56"E 10.00'



CONDOMINIUM OF  
 SHEARWATER  
 PHASE I  
 (SEE P.B. E 20 PG.48)

CONDOMINIUM OF  
 SHEARWATER  
 PHASE III  
 (SEE P.B. E 20 PG.50)



10' WIDE EASEMENT TO BOUCHER AVENUE  
 "AS CONSTRUCTED" FOR FORCE MAIN  
 TO INCLUDE ACCESS FOR  
 MAINTENANCE AND REPAIRS  
 (SHOWN APPROX., FROM  
 CONSTRUCTION PLANS)

NOTE: EXISTING UTILITIES AS SHOWN  
 HEREON FROM CONSTRUCTION  
 DRAWINGS AND NOT VERIFIED  
 IN FIELD.



DENOTES EASEMENT  
 AREA: 1018 SQ. FT. ± =  
 0.023 ACRES ±

JOHN E. HARMS, JR. AND ASSOCIATES INC.  
 ENGINEERS • PLANNERS • SURVEYORS  
 90 GOVERNOR RITCHIE HWY., P. O. BOX 5  
 PASADENA, MARYLAND 21122  
 (410) 647-6000

NOTE: FOR PLAT REFERENCE SEE PLAT  
 BOOK E-20 PAGES 48 & 50  
 NOS. 998 & 1000

DRAWN BY : M.E.T.  
 TRACED BY : CADD  
 CHECKED BY : R.E.L.  
 DRAWING NO. : ONE

GRANT OF EASEMENT TO  
 CITY OF ANNAPOLIS FOR SHEARWATER  
 WASTEWATER PUMPING STATION  
 AND APPURTENANCES  
 6TH ELEC. DISTRICT ANNE ARUNDEL CO., MD.

SCALE : 1"=20'  
 DATE : 19 MAR 1996  
 PROJECT NO. 02-90-004B  
 APPROVED :

REVISIONS	
DATE	BY

AA (CIRCULAR) (R) (Land Records) (MSA CE 59-AN-1) (2010) (NO) (11/05/2012) (Online 06/27/2005)