

JESSICA L. PACHLER, et al.

Plaintiffs,

v.

CITY OF ANNAPOLIS, et al.

Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY,

MARYLAND

CASE NO. C-02-CV-21-001374

FINDINGS OF LAW AND FACT

Background Law and Facts

1. On October 6, 2021, Plaintiffs filed a verified Complaint for Declaratory Judgment with exhibits. That verified Complaint and its exhibits were incorporated into Plaintiffs Second Motion for Summary Judgment which is presently before the Court.

2. This Court has subject matter jurisdiction over this action pursuant to Md. Code Ann., Cts. and Jud. Proc. Art. §§ 3-403, 3-406, and 3-409, and has personal jurisdiction over all Respondents pursuant, to Md. Code Ann., Cts. And Jud. Proc. Art. §§ 6-201 and 6-202.

3. Plaintiff, Jessica Pachler, is a property owner, taxpayer, and resident of the City of Annapolis and Anne Arundel County Maryland. She, her family, and their friends spend significant time on the water in their sailboat and on their kayaks. For years, her children have visited the access at Wells Cove, but recently they have not been able to launch their kayaks because the water access has been blocked by Defendants. Their friends have boats that they anchor to moorings in Spa Creek, but those members of the public are not able to access the Landing with their dinghy or via the water taxi to be able to visit Ms. Pachler's family at their home in Eastport because the water access has been blocked by Defendants.

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4. Plaintiff, Karen L. Jennings, is a property owner, taxpayer, and resident of the City of Annapolis and Anne Arundel County. She and her family moved into their home in 2009. Their family used the water taxi services in other locations in their neighborhood, which are no longer available due to the private development of the previously accessible properties on the waterfront. Like her hundreds of neighbors, Ms. Jennings and her family are no longer able to access the City's water taxi services near their home at Wells Cove because the water access has been blocked by Defendants.

5. In evaluating a motion for summary judgment, Maryland courts have repeatedly emphasized that a trial court should not be reluctant to grant a motion for summary judgment in appropriate cases. *Washington Homes, Inc. v. Interstate Land Dev. Co.*, 281 Md. 712,382 A.2d. 555 (1978); *Bond v. Nibco, Inc.*, 96 Md. App. 127,623 A.2d 731 (1993). Summary judgment is appropriate where no genuine dispute of material fact exists to be resolved through the hearing of evidence and live testimony, and one party is entitled to judgment as a matter of law. Maryland Rule 2-501. The "mere existence of **some** alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986) (emphasis in original); *Miller v. Fairchild Indus., Inc.*, 97 Md. App. 324,629 A.2d 1293, 1301 (1993).

6. Under the Maryland Rules, any party may file a motion for summary judgment on all or part of an action "at any time." Rule 2-501(a). Where legal issues are fact dependent, summary judgment is permissible if the relevant evidence before the court is not in substantial dispute and allows a conclusion to be drawn as a matter of law. *Informed Physician Services, Inc. v. Blue Cross and Blue Shield of Maryland, Inc.*, 350 Md. 308, 711 A.2d 1330 (1998).

7. In interpreting the construction of the deed, the Court in this case is confined to the face of the dedication itself, that is, to the “BHC Plat” found at Exhibit C to the Complaint, as well as the Easement Plat found at Exhibit A to Exhibit 1 of the Plaintiffs’ Second Motion for Summary Judgment (hereinafter “the Easement Plat”) (this document was provided by the City of Annapolis to BHC Defendants in April 2021 as justification for the City’s request for the transfer of the deed).

8. When a deed is clear upon its face, construction of the deed **must come from the four corners** of the instrument alone. *Buckler v. Davis Sand and Gravel Corp.*, 221 Md. 532, 158 A.2d 319 (1960). “If, however, the deed is ambiguous as to the intent of the grantor, the court must undertake the second part of the analysis and may consider parole or other extrinsic evidence to discover the grantor’s intent.” *Gwynn v. Oursler*, 122 Md. App. 493, 500, 712 A.2d 1072, 1075 (1998). *See also Watson v. Raley*, 250 Md. 266, 268–69, 242 A.2d 488, 489–90 (1968).

9. A dedication is “the donation of land or creation of an easement for public use.” DEDICATION, Black’s Law Dictionary (11th ed. 2019) (emphasis added). A “common-law dedication,” is a “dedication made without a statute, consisting in the owner’s appropriation of land, or an easement in it, for the benefit or use of the public, and the acceptance, by or on behalf of the land or easement. — Often shortened to dedication.” *Id.* An “express dedication” is a “dedication explicitly manifested by the owner.” *Id.*

10. “The general rule that the terms ‘right-of-way’ and ‘easement’ are synonymous came about because the rule is consistent with the likely intent of the parties to a deed when the term ‘right-of-way’ is used....” *Gregg Neck Yacht Club, Inc. v. Cty. Comm’rs of Kent Cty.*, 137 Md. App. 732, 755 (2001) (quoting *Chevy Chase Land Co. v. United States*, 355 Md. 110, 126 (1999)).

11. Resolution R-22-86 and that its requirements related to public access were made a part of the Declaration of Restrictions of the Blue Heron Cove development. Paragraph 15 of the verified Complaint states as follows:

This public right of way was expressly referenced and incorporated into the Declaration of Restrictions of Blue Heron Cove Condominium recorded among the land records of Anne Arundel County at book 5960, folio 831 and attached hereto as Exhibit B. That declaration contained the following language:

SECTION 6 EXISTING EASEMENTS. The property designated in Exhibit A is subject to the easements, encroachments and rights-of-way as heretofore recorded among the Land Records of Anne Arundel County **as well as Resolution R-22-86** and Resolution R-23-87 which was passed by the City Council for the City of Annapolis and concerns the Property and Condominium.

12. This reference to Resolution R-22-86 reflects the contemporaneous acknowledgment by the Declarant that the conditions and restrictions contained therein were binding upon the Declarant, and as a result, upon Blue Heron Cove Condominium Association (“BHCCA”), their successor in interest, as to the easement for the public access to the “path,” “the limited waterfront area,” and the headwaters of Wells Cove.

13. There is a significant body of Maryland case law providing clear guidance for this Court as to the rights of Plaintiffs and the public in cases such as this, where an easement is possessed by the public that provides both (1) a right-of-way to the water and (2) a right to “access” the water. The seminal case on this issue is that of *Gregg Neck Yacht Club, Inc. v. Cty. Comm'rs of Kent Cty.*, 137 Md. App. 732 (2001).

14. The application and interpretation of Maryland law regarding riparian right, easement, and right-of-way handed down by the court in *Gregg Neck* make it clear that Plaintiffs and the public of Annapolis have a right to access the headwaters of Wells Cove.

15. Though the outcome here is quite different, the facts of *Gregg Neck* are both extensive and important for understanding how courts must adjudicate the riparian rights of parties when disputes arise. In *Gregg Neck*, the Court was presented with the question of whether a deed executed in 1950 conveyed an easement to Kent County or, instead, a fee simple interest that included riparian rights over a pier constructed some forty years earlier by Gregg Neck Yacht Club, Inc. (“GNYC”).¹

16. The facts of *Gregg Neck* are as follows. On July 6, 1950, the Wood Family of Kent County conveyed to the county a 40-foot wide “right of way or strip of land,” as recorded in land records, which was, according to the deed, “to be used in the extension, construction, improvement and maintenance of a County road.” *Id.* at 741. The deed stated specifically:

WHEREAS the State Roads Commission of Maryland proposes to extend and improve the County road leading from Route 290 (Galena to Sassafras) into Gregg Neck Subdivision in Kent County, **and whereas the extension and improvement of said County road will be a material benefit to the adjoining landowners** and useful to the general public.

NOW, THEREFORE, THIS DEED WITNESSETH that in consideration of the premises, we do hereby give and grant unto the County Commissioners of Kent County **to be used in the extension, construction, improvement and maintenance of the aforesaid County road, a right of way or strip of land forty (40) feet in width and more particularly described as follows:**

BEGINNING at the end of the County Road running from the State Road (leading from Galena to the head of [the Sassafras River] and known as Route 290) into Gregg Neck and approximately one-half mile distant from said State Road through the property of J. Early Wood and wife and running from said point, a right of way 40 feet in width the following courses and distances over other lands of the said J. Early Wood and wife into said Gregg Neck ...

¹ While that specific question is not at issue in the present case because the Blue Heron Developers expressly granted an easement by dedication when it dedicated the Right of Way and the Landing to the public, the Gregg Neck Court used their facts to shed light on the law related to riparian rights and easements similar to those in the case at bar.

AND we further grant to the said County Commissioners of Kent County, or their agents, the right to construct, use and maintain such pipes, culverts and drainage structures as they may desire to construct for the purpose of draining said road, together with the right to create and maintain our land adjacent thereto such slopes as are necessary to support and maintain the aforesaid right of way, and/or adjacent land, at the grades of said road as now proposed.

Id. at 741-742 (emphasis added). In other words, Kent County received an easement for a right-of-way over a road and the right to maintain the utilities of that road, which dead-ended at the Sassafras River (Mill Creek). The easement made no reference express or otherwise to “riparian rights” or “access to the water.” Interestingly, and highly relevant to the present case, regarding these express terms, the Court stated: “**A fundamental aspect of riparian rights is access to water.**” *Id.* at 764 (emphasis added). However, despite the lack of any reference to those rights, the public consistently used the landing immediately adjacent to the location of where the pier would subsequently be constructed, *id.* at 742, and had done so consistently since the time of the original 1950 “right-of-way” deed to the county, *id.* at 745.

17. In approximately 1959, residents of Gregg Neck Park Development, by then incorporated as GNYC, applied to the Army Corps of Engineers for permission to construct a pier. *Id.* The pier was constructed shortly thereafter, and its location was at the end of the road over which the County had its right-of-way. *Id.* In 1962, the Woods Family conveyed to GNYC in fee simple some 17.5 acres containing the Gregg Neck Park, and – as is the case here – that conveyance **expressly included riparian rights**. *Id.* at 744. However, the same deed **excluded** the 40-foot-wide road over which the County had the right-of-way, and as a result, the county’s right of way **did not** expressly include the riparian rights. *Id.*

18. According to multiple witnesses and supporting documentation presented to that court, throughout the 1960s, 1970s, 1980s, and as late as 1996, time after time, officials from Kent County represented through public statements that the pier was owned by GNYC and that the pier

did not belong to the County.² *Id.* at 744-751. These representations were consistent with the undisputed evidence that that the grantor – the Wood Family – did not intend for the County to have “riparian rights” or “access to the water.” *Id.* at 745. During a meeting of the county commissioners on September 11, 1973, the attorney who prepared the 1950 deed for the Wood Family testified before the county commissioners that “it was not the intent of Mr. Wood to convey this area to the County....” *Id.* The attorney went on to testify “that, with respect to the 1950 Deed [to Kent County], ‘it was Mr. Wood's intention to deed only the land for the road and not the riparian right at the end of the road.’” *Id.*

19. In the 1980s and until at least 1996, the County’s Director of Public Works reiterated on a number of occasions “that this pier is not on County property,” *id.* at 746, there were no issues with the “privately owned pier,” *id.*, and other words to that effect. He testified in 1996 that “I have always said that it wasn't the County's pier, that we had the [landing] and that was the extent of it as far as I knew—the right of way and the [landing].” Nevertheless, and despite a significant record of county representations to the contrary, on October 12, 1999, Kent County suddenly issued a decision that the pier fell under county ownership, a decision which gave rise to that lawsuit.

20. The *Gregg Neck* Court was first required to determine whether the 1950 deed “conveyed an easement or a fee simple interest to the County in the 40 foot right-of-way.” *Id.* at 752. Determination of the BHC conveyance to the public is not a question before this court, as it is plain from the face of the dedication found in the BHC Plat and contemporaneous Easement Plat, that the BHC developers conveyed to the public an easement at that time, and not a fee simple interest. Exhibit C, at ¶ 20. Next, the *Gregg Neck* Court was required to

² The opposite is true here, where up until at least April 9, 2021, City officials had repeatedly expressed that the public had a clear right of access to the headwaters of Wells Cove.

determine “whether the conveyance included riparian rights.” Again, the analysis there was different for a few significant reasons. That case concerned whether the right of way, which stopped short of the water’s edge, should be interpreted as having conveyed with it a riparian right that extended beyond the “right-of-way.” Here, the BHC dedication provided the express language of “access to the water.” However, in *Gregg Neck*, with no express language in the 1950 deed, Kent County was forced to argue that, despite the lack of express language, the right of way continued on to the pier beyond the water’s edge, and therefore somehow created an ownership right in the pier beyond the right-of-way which had been built and paid for by GNYC. As a result, because there was no express language conveying “riparian rights” or “access to the water” to Kent County, and the extrinsic evidence plainly indicated that those rights did not exist, the *Gregg Neck* Court concluded that the right-of-way in that case did not carry with it any riparian rights.

21. Another significant difference between the *Gregg Neck* case and that of the case at bar relates to the pier itself. There, the Court was faced with a decision regarding whether Kent County could claim ownership over the pier that had been built by GNYC and extended beyond the shoreline. Here, Petitioners simply seek uninhibited “access to the water” from the Landing. There is no existing pier over which Petitioners claim a right, but instead only the right to access the water from the Landing, and that the Landing not be blocked by the Blue Heron Owners who are the fee simple owners of the servient estate to the easement. Nevertheless, the *Gregg Neck* decision provides the relevant precedent for this Court to consider in this matter, and that decision, as well as the laws of Maryland, are decidedly on the side of Plaintiffs.

22. In *Gregg Neck*, Kent County was claiming ownership of the pier that happened to exist at the end of the right-of-way. In that case, there was no allegation, as is the case with

Blue Heron Owners here, that citizens of the county had no right whatsoever to access the water at the end of the right-of-way. In fact, in *Gregg Neck*, in addition to the pier, there was also a public landing at the water's edge just as there is here. *Id.* at 742. There was no contention by GNYC that the public could not have access to the water at that landing. Indeed, in that case, where there was no "riparian right" or "access to the water" expressly conveyed in the deed, but despite that fact the public **still** had a right to access the water at that landing, and the decision by the Court there was simply that the County did not have ownership of the pier which existed beyond the water's edge. In other words, on the facts of that case, even without the express language granting "riparian rights" or "access to the water" the right-of-way still granted access to the landing and the water, just not the pier that projected out into the water.

23. "An easement or a license of a riparian right does not equate to the ownership of a riparian right." *Muffoletto v. Towers*, 244 Md. App. 510, 537 (2020). *See Gwynn v. Oursler*, 122 Md. App. 493, 498–500, 712 A.2d 1072 (1998) (granting of an easement does not necessarily make the grantee of the easement a riparian owner) (citation omitted); 1 Waters, § 7.04(a)(3) at 7–105 (3d ed. 2019) ("The conveyance of an easement relating to water does not carry any riparian or other rights **beyond those strictly necessary to the easement's expressed purposes.**")(emphasis added).

24. As outlined in Paragraphs 39-46 of the verified Complaint, a "Deed of Easement" agreement was executed by the City and the Blue Heron Cove owners in August 2021. That agreement manipulated and attempted to remove significant portions of the public access area at Wells Cove, which had been accessible to the public for the last 30 years. Indeed, where the BHC Plat found at Exhibit C to the Complaint clearly provides for **both** (1) a 5' path to the waterfront as well as (2) a "limited waterfront area," which has been referred to as the "Landing," the Deed of Easement signed in August 2021 simply removed the "Landing."

25. Attached to Plaintiffs' Second Motion for Summary Judgment as a part of Exhibit 1 (originally attached as Exhibit A to the City's April 9, 2021 letter to Mr. C. Edward Hartman, III, Counsel for BHC) is titled "Easement Plat for Blue Heron Cove Limited Partnership Property." This plat was recorded in the land records of Anne Arundel County in 1992 at Liber 5691, Folio 698, and states:

BLUE HERON COVE LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, OWNER OF THE PROPERTY SHOWN AND DESCRIBED ON THIS EASEMENT PLAT HEREBY ADOPT THIS PLAN AND **DEDICATE THE RIGHTS OF WAYS AND OTHER EASEMENTS TO PUBLIC USE; SUCH LANDS TO BE DEEDED TO THE CITY OF ANNAPOLIS UPON REQUEST.**

THE PURPOSE OF THIS PLAT IS TO ABANDON THE EXISTING 15' UTILITY EASEMENT, THE 40' WIDE EASEMENT AND THE 10' R/W WIDENING; AND TO DEDICATE A NEW VARIABLE WIDTH UTILITY EASEMENT AND A **5' WIDE PEDESTRIAN PATH (PUBLIC ACCESS TO THE WATER) AND LIMITED WATERFRONT AREA.**

Emphasis added.

26. The "Easement Plat," recorded on July 8, 1992, is an "easement" and "owners' dedication," and included a metes and bounds description which clearly identifies the location of the "5' WIDE PEDESTRIAN PATH (PUBLIC ACCESS TO THE WATER) AND LIMITED WATERFRONT AREA."

27. In the same April 9, 2021, letter from City Attorney D. Michael Lyles to BHC Attorney C. Edward Hartman, III, where the City supplied BHC with a copy of the Easement Plat, the City requested that BHC provide the City with a deed for the existing easement. The final sentence in bold type states: "**The City hereby requests and demands that these lands be deeded to the City within ten (10) calendar days from the date of this letter.**" That letter did not ask for an **easement**, it asked for a **deed**, which is consistent with the existence of the previously recorded Easement Plat, which had been recorded on July 8, 1992, and was attached

to the letter. The City Attorney explained that “[t]he deed of easement shall be for the purpose of general public pedestrian ingress and egress to the easement area and to the waters of Spa Creek contiguous with the easement area.”

28. The City further stated: “**The deed of easement shall allow for unpowered kayaks, canoes, paddle boards, and similar watercraft to be placed in the waters by the general public for those portions of the easement area contiguous with the waters of Spa Creek.**” *Id.*

29. The City attorney acknowledged in its April 9, 2021 letter that the language on the Easement Plat as well as the BHC Plat were unambiguous.

30. In support of his request for the deed, the City Attorney cited to the same authorities relied upon throughout by the Court herein:

a. “This request is in accordance with the Easement Plat for Blue Heron Cove Limited Partnership, Plat Book No. 5691, Page 698 which provides an owners dedication in which ‘Blue Heron Cove Limited Partnership, a Maryland limited liability partnership, owner of the property shown and described in this easement plat hereby adopt this plan [sic] and dedicate the rights of way and other easements to public use; **such lands to be deeded to the City of Annapolis upon request.**’ Such plat is enclosed herein as Exhibit A.” *Id.* at p. 2 (emphasis in original).

b. “The requested easement is similarly noted on the Condominium Plat, Plat Book E68, pp. 42-44, in note number 20, which indicates: ‘The 5’ pedestrian path and limited waterfront area is a right of way for public access to the water. This 5’ path and limited waterfront area has been dedicated to public use and ***shall be deeded to the City of Annapolis upon request.***’ Such plat is enclosed herein as Exhibit B. This

easement area is further depicted on the survey enclosed herein as Exhibit C.” *Id* (emphasis in original).

- c. “This request is also in accordance with City Council of the City of Annapolis Resolution No. R-22-86, adopted on April 14, 1986, that required a ‘path for public access to the open space and waterfront areas’ **as a mandatory condition of the approval of Conditional Use** – PUD 1010-1026 Boucher Avenue. Such resolution is enclosed herein as Exhibit C.” *Id* (emphasis in original).

31. In its Memorandum in Support of its own Motion for Summary Judgment, as well as at the hearing before the Court on January 23, 2023, the BHC Defendants represented that they too believed that the language of the BHC Plat and R-22-86 were Unambiguous. *See* BHC Mot. Summ. J. p. 8.

32. Owners of land “owe[] no duty of care to keep the premises safe for entry or use by others for any recreational or educational purpose, or to give any warning of a dangerous condition, use, structure, or activity on the premises to any person who enters on the land for these purposes.” Md. Code Ann., Nat. Res. § 5-1103.

33. Owners of land

who either directly or indirectly invite[] or permit[] without charge persons to use the property for any recreational or educational purpose or to cut firewood for personal use do[] not by this action:(1) Extend any assurance that the premises are safe for any purpose;(2) Confer upon the person the legal status of an invitee or licensee to whom a duty of care is owed; or(3) Assume responsibility for or incur liability as a result of any injury to the person or property caused by an act of omission of the person.

Md. Code Ann., Nat. Res. § 5-1104.

34. The “Deed of Easement” drafted by the City and Blue Heron Cove attorneys, and recorded in August 2021, was recorded **after** the Easement Plat, and removed the “Limited Waterfront Area” as defined and illustrated on the Easement Plat.

35. “[W]here there is an agreement that violates the law, that agreement is unenforceable in Maryland.” *White v. Pines Cmty. Improvement Ass'n, Inc.*, 403 Md. 13, 44 (2008). See e.g., *State Farm Mut. Automobile Ins. Co. v. Nationwide Mut. Ins. Co.*, 307 Md. 631, 643 (1986).

36. “Public policy is that principle of the law which holds that no subject can lawfully do that which has a tendency to be injurious to the public, or against the public good, which may be termed, as it sometimes has been, the policy of the law, or public policy in relation to the administration of the law.” *Maryland-Nat'l Cap. Park & Plan. Comm'n v. Washington Nat. Arena*, 282 Md. 588, 605, 386 A.2d 1216, 1228 (1978) (quoting *Egerton v. Earl Brownlow*, 4 H.L.Cas. 1, 196 (1853)).

Findings of Fact

The Court has found the following facts in the present case:

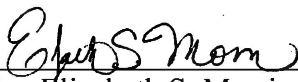
- a. In 1986 the City of Annapolis passed Resolution R-22-86 imposing conditions and restrictions on the developers of Blue Heron Cove which the City Council found necessary for the public interest, to wit, a path for public to access the open space and waterfront areas at the headwaters of Wells Cove.
- b. Resolution R-22-86 and its requirements related to unimpeded public access to the headwaters of Wells Cove were made a part of the Declaration of Restrictions of the Blue Heron Cove development.
- c. The Blue Heron Cove Plat of Condominium Subdivision in the City of Annapolis (the "BHC Plat") and the Declarations of Restrictions were recorded among the land records of Anne Arundel County.
- d. The BHC Plat contained a second and additional dedication under the Plat's "General Notes Section" which contained the following language: "The 5' pedestrian path and limited waterfront area is a right of way for public access to the water. This 5' path and limited waterfront area has been dedicated to public use...."
- e. The Easement Plat recorded on July 8, 1992 in the land records of Anne Arundel County at Liber 5691, Folio 698, contains an "easement" and "owners' dedication," and included a metes and bounds description which clearly identifies for the Parties the location of the "5' WIDE PEDESTRIAN PATH (PUBLIC ACCESS TO THE WATER) AND LIMITED WATERFRONT AREA."
- f. Though the City and Blue Heron Cove have argued that no easement agreement previously existed, this recorded Easement Plat clearly indicates both (1) that an easement was recorded, and (2) that the easement clearly dedicated the right the public to access the water.
- g. The dedication in the BHC Plat and the Easement Plat in 1993 were "express" dedications by the BHC developer to the public of Annapolis that ensured the public would retain access to the headwaters of Wells Cove despite the approval of the conditional use permit related to the BHC Development.
- h. The language on the Easement Plat and BHC Plat is unambiguous.
- i. The Plaintiffs and Public have an easement or a license of a riparian right, and as such, they are entitled to "access" the water through this easement for any reasonable purpose related to "access to the water" as stated on the BHC Plat and Easement Plat.
- j. Plaintiffs and the public do not own the riparian rights but only have a license of the riparian rights.

- k. The only rights strictly necessary to the easement found in the Easement Plat and BHC Plat dedication are for that of the express purpose of “access to the water” by the public and carry no further rights. However, that right of access to the water cannot be interfered with by Defendants or any other individual or entity.
- l. Pursuant to Md. Code Ann., Nat. Res. § 5-1103, the BHC Defendants, as owners of the land underlying the easement, “owe[] no duty of care to keep the premises safe for entry or use by others for any recreational or educational purpose, or to give any warning of a dangerous condition, use, structure, or activity on the premises to any person who enters on the land for these purposes.”
- m. Pursuant to Md. Code Ann., Nat. Res. § 5-1104, the BHC Defendants, as owners, “who either directly or indirectly invite[] or permit[] without charge persons to use the property for any recreational or educational purpose ... for personal use do[] not by this action:(1) Extend any assurance that the premises are safe for any purpose; (2) Confer upon the person the legal status of an invitee or licensee to whom a duty of care is owed; or (3) Assume responsibility for or incur liability as a result of any injury to the person or property caused by an act of omission of the person.”
- n. That the “Deed of Easement” executed by the City of Annapolis and the Blue Heron Cove Condominium Association, and recorded amongst the land records of Anne Arundel County on August 26, 2021 at Liber 37719, Folio 241, is in conflict with the previously recorded Easement Plat recorded on July 8, 1992 in the land records of Anne Arundel County at Liber 5691, Folio 698, which established the Public’s independent right to access the headwaters of Wells Cove through the Path and the Limited Waterfront Area, and that August 26, 2021 “Deed of Easement” is void *ab initio*.

SO FOUND.

04/05/2023 6:20:17 PM

04/05/2023
Date



Judge Elizabeth S. Morris
Elizabeth S. Morris
Circuit Court for Anne Arundel County