

BK 29139 PG 3251

NOT SUBJECT TO RECORDATION TAX PURSUANT TO MARYLAND ANNOTATED CODE TAX-PROPERTY ARTICLE, SECTION 12-108(a)

LR - Government
Instrument 0.00
Agency Name: State of
MD Office of Atty
General
Instrument List:
Agreement / Easement
Describe Other:
preservation easement
Reference/Control #:

DEED OF
PRESERVATION EASEMENT

=====
Total: 0.00
12/29/2015 03:33
CC02-SL
#5368785 CC0501 - Anne
Arundel
County/CC05.01.10 -
Register 10

THIS DEED OF PRESERVATION EASEMENT (this "Easement") is made as of this 17th day of December, 2015 by and between the **CITY OF ANNAPOLIS**, a municipality of the State of Maryland (the "Grantor"), and the **MARYLAND HISTORICAL TRUST**, a body corporate and instrumentality of the State of Maryland ("MHT").

RECITALS

WHEREAS, MHT was created for the purpose of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law;

WHEREAS, the real property located at 25 Market Place, Annapolis, Maryland 21401, Anne Arundel County, and known as the Annapolis Market House (MIHP # AA-590) (the "Property") has substantial historic, aesthetic and cultural character and this Easement will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character;

WHEREAS, MHT is possessed with the power and duty to accept, hold and administer this Easement;

WHEREAS, MHT has determined that the Easement is exclusively for conservation purposes;

WHEREAS, in accordance with Chapter 396 of the Laws of Maryland 2011 (the "Act"), and the terms and conditions of a letter of approval dated August 22, 2012 from the Maryland Department of General Services on behalf of the Board of Public Works ("BPW") to Grantor, BPW has approved a \$250,000 grant to Grantor for the construction, renovation, and reconstruction, and capital equipping of the Property, including architectural and engineering fees (the "Project");

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that Grantor shall submit evidence satisfactory to BPW of matching funds at least equal to the amount of the BPW Grant, which condition has been satisfied;

No Taxes Necessary

[Signature] 12/29/15
Controller
Tax Division

CITY OF ANNAPOLIS
WATER DEPARTMENT
WATER BILLS PAID TO
DEC 17 2015
[Signature]

12/29/15 03:09 PM C 0001 R 0003
Val #: 0003-159083 \$0.00
Easement - Recordation Tax - Exempt
Instrument Type: Easement

RECEIVED FOR RECORDS
CIRCUIT COURT A.A. COUNTY
2015 DEC 29 P 3 41

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) NFD 29139, p. 0020, MSA_De09_29001. Date available 12/29/15. Printed 12/29/15 03:09 PM C 0001 R 0003

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that Grantor, as owner of the Property, convey a perpetual preservation easement in form and substance acceptable to MHT.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys this Easement to MHT with Special Warranty of Title in all of the Property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, and which is more particularly set forth in Exhibit A, attached hereto and incorporated herein.

2. Exhibit B, consists of 18 pages including as page 1 a schedule of photographs (the "**Schedule**"), and as page 2 a survey of the Property, and describes the various documents, photographs of selected portions of the Property, and other materials that are on file with MHT and are not recorded herewith, but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith (the "**Baseline Documentation**"). Grantor acknowledges and consents that Exhibit B may be modified and updated by MHT upon the conclusion of the Project. Grantor acknowledges that it has received copies of Exhibit B, including all of those items listed on the Schedule.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property, enforceable by MHT and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are collectively referred to herein as "MHT" and "Grantor", respectively. The Easement is subject to any presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Public Access. Grantor shall make the Property open to the public on a minimum of five (5) days per year from 10:00 a.m. to 5:00 p.m., or the equivalent of thirty-five (35) hours a year, and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the Exterior and Interior (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the Exterior and Interior of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as described in Exhibit B. The maintenance, repair and administration of the Property and the Exterior and Interior of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

BK 29139 PG 327

(D) Changes and Alterations.

(i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the Exterior of the improvements thereon or portions of the Interior as provided in Paragraph 3 (D) (ii) (b) below and described in Exhibit B, provided, however, that if damage has resulted to said Exterior or portions of the Interior from casualty loss, deterioration or wear and tear, then the maintenance, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, repair, repainting or refinishing is performed in a manner that will not alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) (a) The terms "Exterior" and "Interior" mean the exterior of the improvements thereon and those certain interior features on the Property including architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar exterior and interior features. The term "Construction" shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(b) The only portions of the Interior of the existing improvements to be covered by the Easement shall be as follow:

- (1) interior case iron columns;
- (2) surviving original framing elements;
- (3) open massing of the interior.

(iii) Without the express written consent of the Director, no building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Easement located on the Property, as described and depicted in Exhibit B.

(E) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over twelve (12) inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground.

(F) Inspection. MHT shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Easement.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RFD 29139, p. 0327, MSA_CES9_29081. Date available 01/15/2016. Printed 05/02/2017.

(G) Breach by Grantor. Upon any breach of the terms of this Easement by Grantor, MHT may, after reasonable notice to Grantor, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) demand that the Property be restored promptly to the condition required by this Easement; and

(iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

The parties' remedies shall be cumulative and shall be in addition to any other rights and remedies available to them at law or equity. Each party shall be responsible for its own costs of litigation and attorney fees.

(H) Waiver. No waiver of any term or condition of this Easement shall have any force or effect unless it is in writing and approved by the parties hereto. No failure on the part of MHT to enforce any covenant or provision herein nor the waiver of any right thereunder by MHT shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of MHT to enforce the same in the event of a subsequent breach or default.

(I) Consent, Disapproval and Appeal. If the terms of this Easement require the consent of the Director, such consent shall be requested by notice to the Director and shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. If the Director gives a notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by any person or agency that it designates to make the review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to Grantor, addressed to Grantor as follows:

City Attorney
City of Annapolis
160 Duke of Gloucester Street
Annapolis, Maryland 21401

or to Grantor at such other address as Grantor may from time to time designate by notice to MHT.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RFD 29139, p. 0328, MSA_CE59_29581. Date available 01/15/2016. Printed 05/02/2017.

Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to MHT or the Director, addressed to MHT or the Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to MHT or the Director at such other address as MHT may from time to time designate by notice to Grantor.

Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing MHT and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement shall be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify MHT in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. MHT agrees that it will hold this Easement exclusively for conservation purposes i.e., that it will not transfer this Easement whether or not for consideration. However, subject to the provisions of any applicable federal law, MHT may assign or transfer its interest in this Easement to a governmental unit or organization which qualifies at the time of the transfer as an eligible donee of this Easement under any pertinent provisions of federal law.

(O) Governing Law. This Easement is made in, and shall be governed by, the laws of the State of Maryland.

ANNAPOLIS MARKET HOUSE (LAND RECORDS) RFD 29139, p. 0029, MSA_CDEB_29001. Date available 11/10/2016. Printed 03/02/2017.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST:

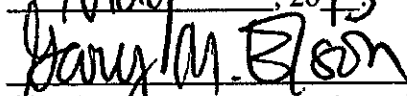
GRANTOR:

CITY OF ANNAPOLIS



Regina Watkins-Eldridge, City Clerk

By:  (SEAL)
Michael Pantelides, Mayor

Approved as to form and legal
sufficiency this 24 day of
May, 2015


Gary M. Elson
City Attorney (Assistant)

City Manager Review:

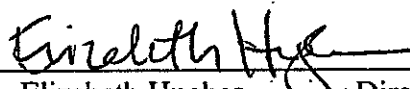

Thomas C. Andrews, City Manager

WITNESS:

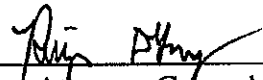
MHT:

MARYLAND HISTORICAL TRUST


Anne Eastman

By:  (SEAL)
Elizabeth Hughes, Director

Approved as to form and legal
sufficiency this 15 day of
December, 2015


Assistant Attorney General

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RFD 29139, p. 0330, MSA_CE59_29561. Date available 01/15/2016. Printed 05/02/2017.

STATE OF MARYLAND, Anne Arundel CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of June, in the year 2015, before the subscriber, personally appeared Michael Pantelides, who acknowledged that he executed the foregoing instrument for the purposes therein contained as the duly authorized Mayor of the City of Annapolis.

Russ Eldred
Notary Public

My Commission Expires: 11/19/15

STATE OF MARYLAND, Anne Arundel COUNTY, to wit:

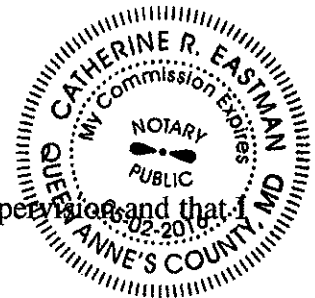
I HEREBY CERTIFY, that on this 17th day of December, in the year 2015 before the subscriber, personally appeared Elizabeth Hughes, and acknowledged that she executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Catherine R. Eastman
Notary Public

My Commission Expires: 5/2/2016

CERTIFICATION

I hereby certify that this instrument was prepared by me or under my supervision and that I am an attorney admitted to practice before the Court of Appeals of Maryland.



Rieyn DeLony (SEAL)
Rieyn DeLony

Attachments:

- Exhibit A Legal Description
- Exhibit B Baseline Documentation

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) NPD 29139, p. 0001, MSA_Ceoy_29001. Date available 07/10/2016. Printed 06/02/2017.

EXHIBIT A

LEGAL DESCRIPTION

**ANNAPOLIS MARKET HOUSE
25 MARKET PLACE
ANNAPOLIS, MARYLAND
(MIHP # AA-590)**

BEGINNING FOR THE SAME AT A POINT, said point be located South 28 degrees, 27 minutes 23 seconds East, 68.86 feet of the southeastern corner of the building currently housing the Federal House Restaurant (recorded among the Land Records of Anne Arundel County at Book 3894 at Page 49) located at 24 Market Space and approximately 1 foot from the southwestern corner of the roof overhang of the Market House, thence leaving said point and running approximately one foot beyond the roof overhang of the Market House the following four (4) course and distances:

- 1) South 51 degrees, 28 minutes, 28 seconds East, 63.00 feet;
- 2) North 38 degrees, 31 minutes, 32 seconds East, 122.00 feet;
- 3) North 51 degrees, 28 minutes, 28 seconds West, 63.00 feet;
- 4) South 38 degrees, 31 minutes, 32 seconds West, 122.00 feet;

to the **POINT OF BEGINNING**.

All bearing and distances are based on NAD 83 and were prepared without benefit of survey and encompass the roof overhang.

Containing in all 7686.00 square feet.

Being part of the conveyance dated July 28, 1784 from Nicolas Carroll, Jacob Hurst, Charles Wallace, Joseph Williams, Thomas Harwood, John Davidson, James MacCubin, and James Williams to Mayor, Recorder, Alderman and Common Council of the City of Annapolis recorded among the Land Records of Anne Arundel County Maryland in Liber NH 2 at Folio 64.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RFD 29139, p. 0362, MSA_CEO9_29081. Date available 07/15/2016. Printed 05/02/2017.

EXHIBIT B

BASELINE DOCUMENTATION

**ANNAPOLIS MARKET HOUSE
25 MARKET PLACE
ANNAPOLIS, MARYLAND
(MIHP # AA-590)**

- PAGE 1 OF 18 SCHEDULE
- PAGE 2 OF 18 PLAT OF MARKET HOUSE SHOWING PRESERVATION EASEMENT, CITY OF ANNAPOLIS, EXHIBIT B.3 DATED 5/14/2013
- PAGE 3 OF 18 SOUTHWEST AND SOUTHEAST PERSPECTIVE
- PAGE 4 OF 18 NORTHWEST AND SOUTHWEST PERSPECTIVE
- PAGE 5 OF 18 SOUTHWEST ELEVATION ENTRANCE DETAIL
- PAGE 6 OF 18 SOUTHWEST ELEVATION
- PAGE 7 OF 18 DETAIL OF OVERHANG FACING SOUTHEAST
- PAGE 8 OF 18 NORTHWEST ELEVATION
- PAGE 9 OF 18 NORTHWEST ELEVATION OVERHANG DETAIL
- PAGE 10 OF 18 SOUTHEAST AND NORTHEAST PERSPECTIVE
- PAGE 11 OF 18 NORTHEAST ELEVATION
- PAGE 12 OF 18 INTERIOR FACING NORTHEAST
- PAGE 13 OF 18 CASE IRON COLUMNS FACING SOUTHEAST
- PAGE 14 OF 18 INTERIOR FACING NORTHEAST
- PAGE 15 OF 18 INTERIOR FACING SOUTHWEST
- PAGE 16 OF 18 INTERIOR FACING SOUTHEAST
- PAGE 17 OF 18 SOUTHEAST SIDE OF INTERIOR FACING SOUTHWEST
- PAGE 18 OF 18 NORTHWEST SIDE OF INTERIOR FACING SOUTHWEST

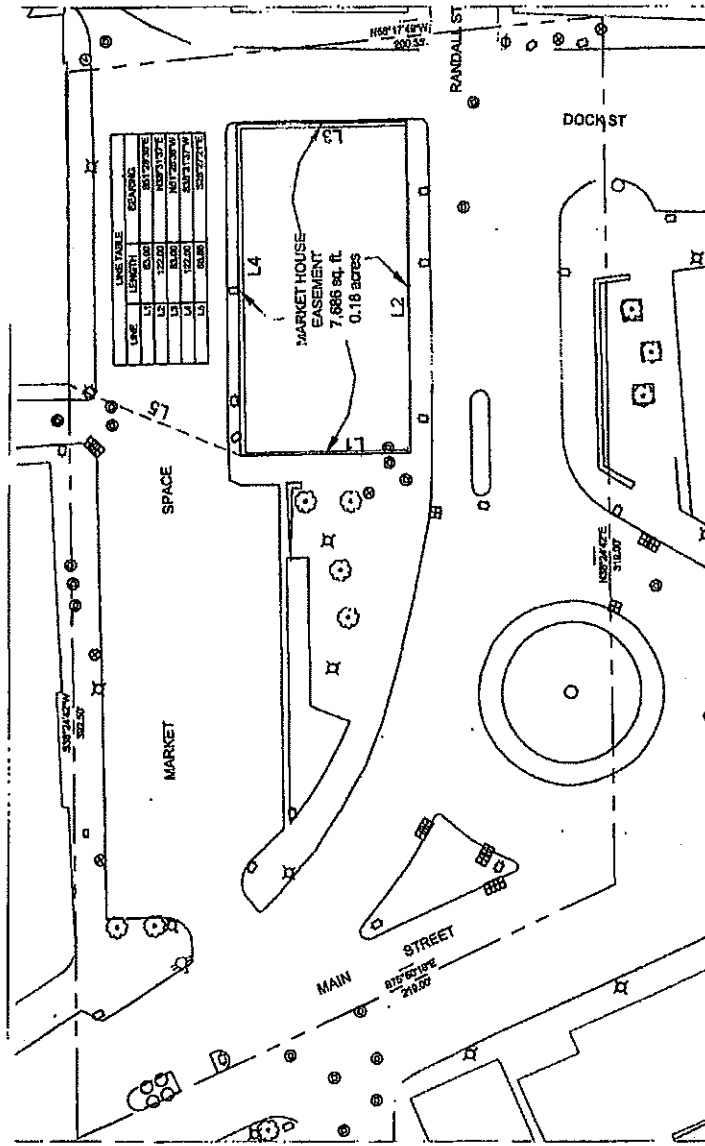
ANNAPOLIS MARKET HOUSE
25 MARKET PLACE
ANNAPOLIS, MARYLAND
(MIHP # AA-590)
EASEMENT EXHIBIT B PAGE 1 OF 18

SCHEDULE

PREPARED: CRE 09/2013
MARYLAND HISTORICAL TRUST

SIGNED ORIGINAL ON FILE WITH THE M.H.T.
GRANTOR

MHT



| | |
|---|-----------------------------------|
| City of Annapolis DEPARTMENT OF PUBLIC WORKS | |
| EXHIBIT B.3 PLAT OF MARKET HOUSE SHOWING PRESERVATION EASEMENT | |
| PREPARED BY: _____ DATE: _____ | DRAWN BY: _____ DATE: _____ |
| CHECKED BY: _____ DATE: _____ | APPROVED BY: _____ DATE: _____ |

ANNAPOLIS MARKET HOUSE
 25 MARKET PLACE
 ANNAPOLIS, MARYLAND
 (MIHP # AA-590)
 EASEMENT EXHIBIT B PAGE 2 OF 18

PLAT OF MARKET HOUSE SHOWING PRESERVATION
 EASEMENT, CITY OF ANNAPOLIS, EXHIBIT B.3 DATED
 5/14/2013
 PREPARED: CRE 09/2013
 MARYLAND HISTORICAL TRUST

SIGNED ORIGINAL ON FILE WITH THE M.H.T.
 GRANTOR

MHT

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RFD 29139, p. 0334, MSA_CEO9_29061. Date available 01/15/2016. Printed 05/02/2017.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Anne Arundel
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

| | | | | | |
|----------|---|--|--|--|--|
| 1 | Type(s) of Instruments | <input type="checkbox"/> Check Box if addendum Intake Form is Attached.) | | | |
| | | Deed Deed of Trust | Mortgage Lease | <input checked="" type="checkbox"/> Other Deed of Easement | Other _____ |
| 2 | Conveyance Type Check Box | <input type="checkbox"/> Improved Sale Arms-Length [1] | <input type="checkbox"/> Unimproved Sale Arms-Length [2] | <input type="checkbox"/> Multiple Accounts Arms-Length [3] | <input type="checkbox"/> Not an Arms-Length Sale [9] |
| 3 | Tax Exemptions (If applicable) Cite or Explain Authority | Recordation | Maryland State Agency | | |
| | | State Transfer | Exempt from Recordation and Transfer Fees | | |
| | | County Transfer | MD Ann. Code Tax Property Art. Section 12-108 (a) | | |

| | | | | | | |
|----------|---|------------------------------|------------------|--------------------------------|----|----|
| 4 | Consideration and Tax Calculations | Consideration Amount | | Finance Office Use Only | | |
| | | Purchase Price/Consideration | \$ | Transfer Tax Consideration | \$ | |
| | | Any New Mortgage | \$ | X () % = | \$ | |
| | | Balance of Existing Mortgage | \$ | Less Exemption Amount | - | \$ |
| | | Other: | \$ | Total Transfer Tax | = | \$ |
| | | Other: | \$ | Recordation Tax Consideration | \$ | |
| | | Full Cash Value: | \$ | X () per \$500 = | \$ | |
| | | | TOTAL DUE | \$ | | |

| | | | | | |
|----------|-------------|-----------------------|---------------|---------------|---|
| 5 | Fees | Amount of Fees | Doc. 1 | Doc. 2 | Agent: Tax Bill: C.B. Credit: Ag. Tax/Other: |
| | | Recording Charge | \$ | \$ | |
| | | Surcharge | \$ | \$ | |
| | | State Recordation Tax | \$ | \$ | |
| | | State Transfer Tax | \$ | \$ | |
| | | County Transfer Tax | \$ | \$ | |
| | | Other | \$ | \$ | |
| | | Other | \$ | \$ | |

| | | | | | | | | |
|----------|---|---|-------------------------|---|------------|--------------|------------------------------|------------------|
| 6 | Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). | District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG | |
| | | 06 | 90005004 | | | | <input type="checkbox"/> (5) | |
| | | Subdivision Name | | Lot (3a) | Block (3b) | Sect/AR (3c) | Plat Ref. | SqFt/Acreage (4) |
| | | Location/Address of Property Being Conveyed (2) | | | | | | |
| | | 25 Market Street, Annapolis, Maryland 21401 | | | | | | |
| | | Other Property Identifiers (if applicable) | | | | | Water Meter Account No. | |
| | | Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> | | Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> | | Amount: | | |
| | | Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Description/Amt. of SqFt/Acreage Transferred: | | | | |
| | | If Partial Conveyance, List Improvements Conveyed: | | | | | | |

| | | | |
|----------|-------------------------|---|---|
| 7 | Transferred From | Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
| | | City of Annapolis | |
| | | Doc. 1 - Owner(s) of Record, if Different from Grantor(s) | Doc. 2 - Owner(s) of Record, if Different from Grantor(s) |
| | | | |

| | | | |
|--|-----------------------|---------------------------------------|-----------------------------|
| 8 | Transferred To | Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
| | | Maryland Historical Trust | |
| | | New Owner's (Grantee) Mailing Address | |
| 100 Community Place, Crownsville, MD 21032 | | | |

| | | | |
|----------|----------------------------------|--|--|
| 9 | Other Names to Be Indexed | Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
| | | | |

| | | | | |
|-----------------------|---------------------------------|--|--|--|
| 10 | Contact/Mail Information | Instrument Submitted By or Contact Person | | <input checked="" type="checkbox"/> Return to Contact Person |
| | | Name: Anne Eastman | | |
| | | Firm: Maryland Historical Trust | | <input checked="" type="checkbox"/> Hold for Pickup |
| | | Address: 100 Community Place | | |
| | | Crownsville, MD 21032 | | <input type="checkbox"/> Return Address Provided |
| Phone: (410) 514-7308 | | | | |

Laria Records) NKD 29139, p. 0330, MSA_CESA_28001. Date available 01/10/2010. Printed 05/02/2017.