

CONFIRMATORY DEED AND DECLARATION OF COVENANTS

THIS CONFIRMATORY DEED, made this 26 day of March, 2006, by and between ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic, Grantor, and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, Anne Arundel County, Maryland is the fee simple owner of property situate, lying, and being in the Eighth Assessment District of Anne Arundel County, more particularly described in Exhibit A, attached to and made a part of this Confirmatory Deed and Declaration of Covenants, said described property collectively known as the Jug Bay Wetlands Sanctuary and referenced herein as "the Property" or "the Sanctuary"; and

WHEREAS, the County acquired all of the Property for the purpose of establishing and expanding the Jug Bay Wetlands Sanctuary, a part of the Chesapeake Bay National Estuarine Research Reserve; and

WHEREAS, the County recognizes the conservation value of the Sanctuary in its present state, as a natural and rural area that has not been subject to development; and

WHEREAS, the County's purpose is to conserve the dominant scenic, cultural, rural, historical, archaeological, woodland, and wetland character of the Sanctuary and to prevent the use or development of the Sanctuary for any purpose or in any manner that would conflict with the maintenance of the Sanctuary in its natural condition; and

WHEREAS, the County's purpose in executing this Confirmatory Deed and Declaration of Covenants is to preserve and protect the environment of the Sanctuary, particularly the tidal and non-tidal wetlands and forested buffer, extensive forested upland and wetland habitat, and rare species habitat, in its present state and except as hereinafter provided, to prevent activities that might damage, compromise, or interfere with the Sanctuary's ecological diversity and natural landscape, and to maintain permanently the open-space values of the Sanctuary and dominant scenic, cultural, rural, archaeological, woodland, and wetland character of the Sanctuary; and

WHEREAS, the County desires and intends to place on the Property perpetual covenants running with the land as set forth in this Confirmatory Deed and Declaration of Covenants.

WITNESSETH, for No Consideration (\$0.00), Anne Arundel County, Maryland, Grantor, a body corporate and politic of the State of Maryland, hereby grants and conveys unto Anne Arundel County, Maryland, Grantee, a body corporate and politic of the State of Maryland, in fee simple, all the Property situate, lying and being in the Eighth Assessment District of Anne Arundel County, State of Maryland, as more particularly described in Exhibit A, attached to and made a part of this Confirmatory Deed and Declaration of Covenants.

TOGETHER WITH the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SUBJECT TO the following covenants, conditions, limitations, and restrictions that are intended to limit the use of the Property as hereinafter set forth and are to run with the Property and bind Grantor and Grantee and all persons claiming under them:

1. Industrial or commercial activities are prohibited on the Sanctuary, except for commercial fishing in State waters as regulated by the Department of Natural Resources.

2. Display of billboards, signs, or advertisements is prohibited in, on, or over the Sanctuary, except (1) to identify the Sanctuary; (2) to advertise the educational and naturalistic uses of the Sanctuary; (3) to commemorate the history of the Sanctuary property, its recognition under State or federal historical registers; or (4) as needed for educational, interpretive, research, or monitoring programs. Signs shall not damage living trees and shall be placed in accordance with applicable local zoning regulations.

3. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Sanctuary is prohibited, except that soil, rock, other earth materials, vegetative matter, or compost may be placed as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Confirmatory Deed and Declaration of Covenants and as means of access.

4. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum, and other materials on the Sanctuary are prohibited, except for (1) the purpose of combating erosion or flooding; (2) the conduct of archaeological excavations approved and performed under the direction of the County Archaeologist; or (3) the construction and/or maintenance of permitted structures, means of access and wildlife habitat.

5. Diking, draining, filling or removal of wetlands is prohibited, except for the purpose of creating and maintaining silt basins, runoff ponds, or other conservation measures.

6. No building, facility, structure, or other improvement shall be constructed on the Sanctuary after the recordation of this Confirmatory Deed and Declaration of Covenants, except in accordance with the intent and purposes of this Declaration of Covenant and the Sanctuary's missions of land stewardship, research, education, and volunteering.

7. In the event of any conflict between the provisions of this Confirmatory Deed and Declaration of Covenants and the provisions of any other previously recorded instrument containing covenants, conditions, and restrictions on the Sanctuary, the prior covenants, conditions, and restrictions shall prevail. In the event of any conflict between the provisions of this Confirmatory Deed and Declaration of Covenants and the provisions of the Riggleman Preserve on Jug Bay – Lease dated March 5, 2004 between Anne Arundel County, Maryland and James D. Riggleman, John R. Riggleman, and Cathryn Ann Riggleman Finch, recorded at Book 14509, Page 215, the latter shall prevail.

TO HAVE AND TO HOLD the said premises above described, and hereby intended to be conveyed unto the proper use and benefit of Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, in fee simple.

WITNESS the hand and seal of the Grantor.

ATTEST

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

Janet S. Owens, County Executive

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of Law

\_\_\_\_\_  
Date

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 26 day of March, in the year 2006 ,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Janet S. Owens, who acknowledged herself to be the County Executive of Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, party to the within Deed, and that she, as such County Executive, being authorized so to do, executed the foregoing Deed for the purposes therein contained by signing the name of Anne Arundel County, Maryland, by herself as County Executive.

WITNESS my Hand and Notary Seal.

Notary Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

I HEREBY CERTIFY that this deed was prepared by Anne Arundel County, Maryland, one of the parties named herein.

\_\_\_\_\_  
Patricia A. Logan  
Office of Law

## CONFIRMATORY DEED AND DECLARATION OF COVENANTS

### EXHIBIT A

The Property subject to this Confirmatory Deed and Declaration of Covenants is more particularly described as follows:

1. Inquisition dated March 12, 1980 in the matter of Anne Arundel County, Maryland vs. Frances Marie Dodson et al in Law No. D-1670, Circuit Court for Anne Arundel County, recorded at Book 3322, Page 706.
2. Deed dated August 30, 1985, by and between Robert G. Barrett and Lillie T. Barrett, Grantors, and Anne Arundel County, Maryland, Grantee, recorded at Book 3941, Page 666.
3. Deed dated March 9, 1992, by and between Lillian S. Hall, Grantor, and Anne Arundel County, Maryland, Grantee, recorded at Book 5551, Page 252.
4. Deed dated March 4, 1996, by and between Valerie U. Hofford, Grantor, and Anne Arundel County, Maryland, Grantee, recorded at Book 7344, Page 544.
5. Deed dated April 23, 1997, by and between Virginia Armiger Hoover and Christy Hoover Divine, Grantors, and Anne Arundel County, Maryland, Grantee, recorded at Book 7885, Page 236.
6. Deed dated September 25, 2001, by and between South County LLC, Grantor, and Anne Arundel County, Maryland, Grantee, recorded at Book 10785, Page 624.
7. Deed dated March 5, 2004, by and between Cathryn Ann Riggleman Finch, John R. Riggleman, Jr., and James Dale Riggleman, Grantors, and Anne Arundel County, Maryland, Grantee, recorded at Book 14509, Page 215.