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Validation Number: 0003-018148
Document Type: Easement

CONFIRMATORY DEED OF EASEMENT AND AGREEMENT

THIS CONFIRMATORY DEED OF EASEMENT AND AGREEMENT, made this 13 day of February, 2008, by and between **SHERRY BELLAMY, GEORGE BUMBRAY, JOHN MOSES, APRIL MOSES, JOHN DAVIS AND LAVERNE DAVIS**, Grantors, and the **PROPERTY OWNERS ASSOCIATION OF ARUNDEL ON THE BAY, INC.**, a Maryland corporation, Grantee.

RECITALS

WHEREAS, Sherry Bellamy and George Bumbray own real property located in Anne Arundel County, Maryland known as Lots D and E, Block 3 as shown on a plat entitled "Arundel on the Bay," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book S.H. 34, folio 509 (hereinafter, the "AOTB Plat"), by virtue of a deed dated March 1, 1999 and recorded among the Land Records in Liber 9027, folio 556, commonly known as 3402 Chesapeake Walk, Annapolis, Maryland ("Bellamy/Bumbray Property"); and

WHEREAS, John and April Moses own real property located in Anne Arundel County, Maryland known as Lots D, E, F and G, Block 6 as shown on the AOTB Plat, by virtue of a deed dated May 21, 1971 and recorded among the Land Records in Liber 2407, folio 361, commonly known as 3440 Chesapeake Walk, Annapolis, Maryland ("Moses Property"); and

WHEREAS, John and Laverne Davis own real property located in Anne Arundel County, Maryland known as Lot B, Block 3 as shown on the AOTB Plat, by virtue of a deed dated December 15, 1994 and recorded among the Land Records in Liber 6871, folio 73, commonly known as 3406 Chesapeake Walk, Annapolis, Maryland ("First Davis Property"); and

WHEREAS, John and Laverne Davis also own real property located in Anne Arundel County, Maryland known as Lot A, Block 3 as shown on the AOTB Plat, by virtue of a deed dated September 1, 2006 and recorded among the Land Records in Liber 17880, folio 753, commonly known 3408 Chesapeake Walk, Annapolis, Maryland ("Second Davis Property"); and

WHEREAS, the Bellamy/Bumbray Property is bound by Chesapeake Walk and Cedar Avenue, the Moses Property is bound by Chesapeake Walk and Redwood Avenue, the First Davis Property is bound by Chesapeake Walk, and the Second Davis Property is bound by Chesapeake Walk and Walnut Avenue, all as shown on the AOTB Plat; and

WHEREAS, the Property Owners Association of Arundel on the Bay, Inc., Grantee, is organized and exists to promote and protect the general interest, welfare, and property of the members of the community of Arundel on the Bay, as shown on the AOTB Plat; and

IMP FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
REC-1 \$ 3217
REC-2 \$ 178
AUG 30 2008 03:35 PM

2010 JUN 30 P 4 03
RECEIVED FOR RECORD
CIRCUIT COURT FOR A.A. COUNTY

NO TAXES NECESSARY
Deuster 6-30-10
CONTROLLER
TAX DIVISION

EXHIBIT B(1)

WHEREAS, the Property Owners Association of Arundel on the Bay, Inc., Grantee, owns real property located in Anne Arundel County, Maryland known as Lots C-I, Block 13, and Lots I, K, L and M, Block 32, as shown on the AOTB Plat; and

WHEREAS, a dispute arose between Grantors and Grantee as to the ownership and use of those portions of Chesapeake Walk, Redwood Avenue, Walnut Avenue and Cedar Avenue that abut the Grantors' respective properties (collectively, the "Disputed Roads"), which was resolved in part by a Settlement Agreement dated September 19, 2007 (the "Settlement Agreement") in a case filed in the Circuit Court for Anne Arundel County known as *Bellamy, et al. v. Property Owners Association of Arundel on the Bay, Inc., et al.*, Civil Action No. C-06-115184 ("Civil Action"); and

WHEREAS, by Amended Memorandum Opinion and Order dated January 8, 2008, and Corrected Amended Order dated February 2, 2008 in the Civil Action, which order is final and not subject to further appeals, the Circuit Court declared that title to the Disputed Roads is vested in the Grantors, as further described in the Corrected Amended Order; and

WHEREAS, as part of the Settlement Agreement, the parties agreed to the use and maintenance of the Disputed Roads in accordance with the terms more fully set forth herein.

NOW, THEREFORE, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby confirm the existence of a perpetual, non-exclusive easement vested in Grantee, its successors, legal representatives and assigns upon and over the Disputed Roads, subject to the following terms and conditions:

1. **Intent.** The intent of this agreement is to acknowledge and affirm that the Grantee has the same rights in and to the Disputed Roads as each of its members by virtue of having acquired lots in Arundel on the Bay that border streets shown on the AOTB Plat, and to provide that the Grantee may act on behalf of its members with regard to the Disputed Roads as provided in this Confirmatory Easement.

2. **Permitted Use.** The easement herein recognized is for the purpose of confirming that the Grantee and its members have a right of way in common over the Disputed Roads in order for lot owners in Arundel on the Bay to access platted lots and/or the Chesapeake Bay for normal waterfront activities, including walking, swimming, and, fishing, and to maintain the existing uses of the Disputed Roads ("Permitted Use").

3. **Condition.**

3.1. **Current Condition.** The parties agree to maintain and preserve the Disputed Roads in perpetuity in materially the same condition as they were in at the time of execution of the Settlement Agreement, except as set forth in paragraph 3.2 herein. The Disputed Roads shall be maintained as follows, subject to ¶5: Chesapeake Walk shall be

preserved in its existing grassy and vegetated condition; Redwood Avenue, Walnut Avenue and Cedar Avenue shall be maintained as gravel or pebble roads and/or in a grassy condition.

3.2. **Unforeseeable Circumstances.** The parties acknowledge and agree that due to certain circumstances which are presently unforeseeable, either may deem it necessary to change the condition of a Disputed Road in the future. In order to change the condition of a Disputed Road, the party seeking such change shall follow the Notification and Dispute Resolution procedures set forth in the Settlement Agreement, up to and including mediation.

4. **Improvements.** Except as otherwise provided in this agreement, no structures shall be constructed, erected, or permitted on any portion of the Disputed Roads including, but not limited to impervious walkways, stairways, pavers, boardwalks, benches, gazebos, lighting or any active or passive recreational amenities. No trees, shrubs, plants or other vegetation shall be planted or maintained in such a manner as to impede access over the Disputed Roads for their Permitted Use.

5. **Maintenance and Repairs.**

5.1. **Joint Rights and Obligations.** Subject to the conditions of Paragraph 5.2, the Grantee shall have the right but not the obligation to maintain and repair the Disputed Roads, and the Grantors shall have the right but not the obligation to maintain and repair that portion of the Disputed Roads that abut each of their respective properties. The purpose of any maintenance or repairs is to keep the Disputed Roads in useable condition for their Permitted Use.

5.2. **Maintenance and Repairs Defined.** The maintenance and repairs permitted to be undertaken and performed pursuant to this agreement include the right to fill potholes, resurface with the same or substantially the same materials as the existing condition, provide adequate drainage, replace or improve bulkheads and rip rap for shore erosion control purposes, cut and maintain grass and other vegetation, and remove impediments to safe and convenient passage over the right of way. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repairs specified herein, shall not be undertaken without utilizing the Notification and Dispute Resolution procedures set forth in the Settlement Agreement.

5.3. **Costs.** Each party shall bear its own costs and expenses of repairs and maintenance authorized pursuant to this agreement, and no party shall be entitled to contribution for costs and expenses from any other party without its prior, express, written consent. However, nothing in this agreement shall interfere with the rights of any party to request or expend funds from the special taxing districts for Arundel on the Bay for repairs and maintenance to the Disputed Roads in the same manner in which all lot owners within Arundel on the Bay are entitled to participate.

5.4 **Notice.** Prior to undertaking any maintenance or repair activity, the party performing such repair or maintenance shall provide at least thirty (30) days prior written notice of its intent to maintain or repair any portion of a Disputed Road to either the owner of the

property that abuts the area of intended work or to the Grantee, if circumstances so warrant, under terms more particularly set forth in the Settlement Agreement. No notice shall be required for the following routine matters: (a) cutting, trimming, fertilizing, weeding, aerating and watering grass, (b) repairing potholes, (c) removing ice and snow, (d) removing junk and debris, and (e) maintaining existing trees, shrubs, plants or other vegetation.

5.5. **Quality.** All work undertaken within the Disputed Roads shall be carried out in a good and workmanlike manner and with as little interference to adjacent lot owners as possible. The Parties shall keep and maintain the Disputed Roads free from claims of all persons supplying labor or materials who enter into the construction of the Permitted Use, and shall promptly pay and discharge any mechanics' or materialmen's liens or other statutory lien of any kind which may be filed against the property and which are attributable to work undertaken or material supplied with respect to the Permitted Use.

5.6. **Additional Conditions for Chesapeake Walk.**

5.6.1. Each Grantor shall assume primary responsibility to maintain grass and vegetation on the portions of Chesapeake Walk that abut their respective properties, which shall include the right to cut, trim, fertilize, weed, aerate and water.

5.6.2. The provisions in this agreement shall apply to the shoreline of Chesapeake Walk, however, nothing herein shall affect or interfere with the right of lot owners on Chesapeake Walk to wharf out or otherwise use the riparian rights associated with their properties.

6. **Obstructions.** The Grantee shall use the rights confirmed by this agreement with due regard to the rights of others and their use of such easement. No Party shall obstruct or otherwise interfere with passage on the Disputed Roads.

7. **Limitation.** Nothing in this Agreement shall affect the rights of owners of lots located on Chesapeake Walk to enforce their individual rights of access in and to Chesapeake Walk.

8. **Liability.** Each party assumes all risk of, and shall indemnify and defend the other against and save harmless from, any and all claims, actions, damages, liability and expense in connection with personal injury, loss of life or property or any other damage suffered by that party, its agents, employees and invitees insofar as such actions, damages, liabilities and expenses arise out of the construction and occupancy or use of the Disputed Roads and is occasioned wholly or in part by any act or omission of that party, its agents, contractors, employees and invitees.

9. **Binding Effect.** The rights, privileges, duties and obligations contained in this grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement and their respective heirs, successors and assigns. This Confirmatory Easement and Agreement shall be recorded among the Land Records of Anne Arundel County, Maryland.

10. **Modification.** Any modification of this agreement or additional right granted or obligation assumed by any party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party and recorded among the Land Records of Anne Arundel County, Maryland.

11. **No Waiver.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. **Advice of Counsel.** The Parties acknowledge that they and their respective legal counsel actively participated in the negotiation and drafting of this Confirmatory Easement and Agreement. In the event that any ambiguity or question of intent or interpretation arises, or in the event of any dispute between the Parties with respect to the provisions hereof, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions hereof.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Deed of Confirmatory Easement and Agreement for the respective purposes of conveying and accepting said Deed in accordance with the terms and conditions set forth herein, under their respective seals as of the day and year first above written.

[Signatures contained on following pages]

WITNESS:

Ilene P

Sherry Bellamy
Sherry Bellamy

Ilene P

George Bumbay
George Bumbay

Ilene P

John Moses
John Moses

Ilene P

April Moss
April Moss

Ilene P

John Davis
John Davis

Ilene P

Laverne C Davis
Laverne Davis

PROPERTY OWNERS ASSOCIATION OF
ARUNDEL ON THE BAY, INC.

_____ By: [Signature]

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on the 27 day of July, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John R. Moses, John Davis, and LaVerne C. Davis, known to me to be the persons whose names are subscribed to the within Confirmatory Deed of Easement and Agreement, and acknowledged the foregoing document to be their act and in my presence signed and sealed the same.

WITNESS my hand and Notarial seal.

[Signature]

Notary Public

My Commission expires: 1/23/2010



LIZ ARCURI
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires Jan. 23, 2010

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on the 27 day of JULY, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared April Moses, known to me to be the persons whose names are subscribed to the within Confirmatory Deed of Easement and Agreement, and acknowledged the foregoing document to be their act and in my presence signed and sealed the same.

WITNESS my hand and Notarial seal.

[Signature]

Notary Public

My Commission expires: 1/23/2010



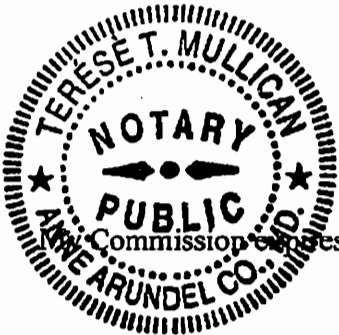
LIZ ARCURI
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires Jan. 23, 2010

STATE OF MARYLAND

COUNTY OF Anne Arundel

I HEREBY CERTIFY that on the 27th day of July, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sherry Bellamy and George Bumbray, known to me to be the persons whose names are subscribed to the within Confirmatory Deed of Easement and Agreement, and acknowledged the foregoing document to be their act and in my presence signed and sealed the same.

WITNESS my hand and Notarial seal.



Tereset Mullican
Notary Public

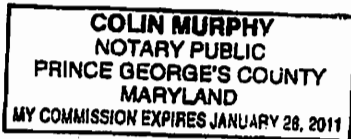
STATE OF MARYLAND

COUNTY OF Anne Arundel, to wit:

26th March 2009

I HEREBY CERTIFY that on the 26th day of July, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harvey F. Young, known to me or satisfactorily proven to be President of the Property Owners Association of Arundel on the Bay, Inc., and, being authorized to do so, acknowledged that he executed the foregoing Confirmatory Deed of Easement and Agreement on behalf of the Property Owners Association of Arundel on the Bay, Inc. for the purposes therein contained, and further acknowledged that this Confirmatory Deed of Easement and Agreement is not a transfer of all or substantially all of the assets of the corporation.

WITNESS my hand and Notarial seal.

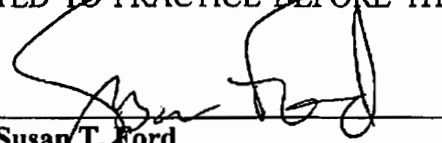


Colin Murphy
Notary Public

My Commission expires: 1-26-11

Attorney Certification

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS INSTRUMENT WAS PREPARED BY AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

A handwritten signature in black ink, appearing to read "Susan T. Ford", is written over a horizontal line.

Susan T. Ford
Attorney at Law
(410) 268-6600