

**DEED OF EASEMENT AND AGREEMENT**

Forest Conservation Easement

**THIS DEED OF EASEMENT AND AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, (“Property Owner”), and Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (the “County”), the purpose of which is to identify, preserve, and protect existing forest and developed woodland by restricting the use of the Forest Conservation Easement Area, as described below;

**NOW, THEREFORE**, in consideration of the premises hereof and other good and valuable consideration (no monetary value), the receipt whereof is hereby acknowledged, and pursuant to the requirements of the Anne Arundel County Code, as amended, the Property Owner grants and conveys to the County, and to its successors and assigns, in perpetuity, an easement or easements in gross, subject to the covenants, conditions, and restrictions set forth below, to run with and be binding upon part of the land of the Property Owner, described as follows:

All that property described by metes and bounds in Exhibit “A,” and as shown and depicted on Exhibit “B,” which Exhibits are attached hereto and adopted by reference herein (the “Forest Conservation Easement Area”).

BEING part of the Property Owner’s property described in a deed dated \_\_\_\_\_ and recorded in the land records of Anne Arundel County, Maryland at Liber \_\_\_\_\_, Folio \_\_\_\_\_ (the “Property”).

**SUBJECT** to the following terms and conditions:

1. Property Owner covenants and agrees with the County: (a) to do and refrain from doing upon the Forest Conservation Easement Area, all and any of the various acts set forth below; and (b) that the covenants, conditions, limitations and restrictions contained in this Deed of Easement are intended to bind upon and limit the use of the Forest Conservation Easement Area. The Property Owner further declares that the covenants imposed herein shall run with the land and that the property subject to the easement shall now and forever be held, sold, and conveyed subject to all the covenants, conditions, restrictions set forth below:

OTHER THAN THE COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM.

a. No residential, commercial, industrial, or other structures of any kind will be constructed upon the Forest Conservation Easement Area, except that fences constructed pursuant to a validly issued permit, water dependent facility use access six (6) feet in width or less, structural erosion control constructed pursuant to a validly issued permit, or stormwater management structures constructed pursuant to a validly issued permit or approved plan shall be permitted, nor may any residential, commercial, industrial, marina, or institutional use be made of the Forest Conservation Easement Area.

b. No cutting or removing of trees or vegetation of any kind or grading, filling, dumping, or other activities shall be permitted upon the Forest Conservation Easement Area, except in connection with stream and/or outfall restoration, maintenance, and management practices as provided for by State law and the Anne Arundel County Code, or as permitted under a Forest Conservation Plan, a Buffer Management Plan, a Bog Protection Plan, or other plan approved by the County.

c. Except for stream and/or outfall restoration, maintenance, and management practices, and activities permitted under a Forest Conservation Plan, a Buffer Management Plan, a Bog Protection Plan, or other plan approved by the County, the general topography of the Forest Conservation Easement Area shall be maintained in its present condition, and no excavation, filling, or other topographic changes may be made.

d. Representatives of the Anne Arundel County Department of Inspections and Permits and/or Office of Planning & Zoning are hereby granted a right of entry onto the Property to determine compliance with the terms and conditions of this Forest Conservation Easement.

2. Permits must be issued pursuant to all applicable federal, state, and County laws prior to any stream and/or outfall restoration, maintenance, and management practices.

3. In the event of any conflict between the property description as set forth in this Deed of Easement and the property description as set forth on the record plat, the terms of this instrument shall control and be binding.

**TO HAVE AND TO HOLD** to the County, its successors, legal representatives and assigns, forever, together with the right to enforce the terms and conditions set forth in this Deed of Easement and Agreement against the Property Owner, the Property Owner's purchaser, grantee, lessee and any other person or entity having any right, title or interest therein, and upon their respective heirs, personal representatives, successors, and assigns.

OTHER THAN THE COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM.

**AND** the Property Owner hereby covenants to warrant specially the Easement herein granted and to indemnify and hold the County harmless from any loss suffered as a result of any sale of the subject property (judicial or otherwise) that affects the validity or enforceability of this Easement. Property Owner further covenants to provide such further assurances and to execute, acknowledge and deliver to or for the County such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Easement, or to confirm or perfect any rights created hereunder.

**WITNESS** the hands of seals of the parties hereto.

WITNESS

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, a notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing Deed of Easement and Agreement to be his/her act and deed.

WITNESS my hand and notarial seal.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, a notary public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing Deed of Easement and Agreement to be his/her act and deed.

WITNESS my hand and notarial seal.

My commission expires:

\_\_\_\_\_  
Notary Public

ATTEST:

**ANNE ARUNDEL COUNTY,  
MARYLAND**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Larry R. Tom  
Planning and Zoning Officer  
for John R. Leopold, County Executive

Approved for form  
and legal sufficiency:

\_\_\_\_\_

Office of Law

\_\_\_\_\_

Date

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,  
Maryland, personally appeared Larry R. Tom, Planning and Zoning Officer for John R. Leopold,  
County Executive of Anne Arundel County, Maryland, a body corporate and public of the State  
of Maryland, and acknowledged the foregoing Deed of Easement and Agreement to be the act of  
said body corporate.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My Commission Expires:

OTHER THAN THE COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM.

I HEREBY CERTIFY that this Deed of Easement and Agreement was prepared by a party to this instrument or by an attorney licensed to practice in the State of Maryland, or under the supervision of an attorney licensed to practice in the State of Maryland.

\_\_\_\_\_

Date \_\_\_\_\_

Preparer: \_\_\_\_\_

**AFTER RECORDATION RETURN TO MS \_\_**