

DEED of EASEMENT and AGREEMENT

Forest Conservation Easement

THIS DEED OF EASEMENT AND AGREEMENT, made this ____ day of _____, 200__, between _____, (“Property Owner”), Grantor, and Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (“County”), Grantee;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Property Owner grants and conveys to the County, and to its successors and assigns, in perpetuity, an easement or easements in gross, together with the covenants, conditions, and restrictions set forth below, to run with and be binding upon the land of the Property Owner described as follows:

All that property shown and designated as “_____,” on the plat entitled, “_____,” and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book _____, folio _____, (the “Easement”); and

All that property described by metes and bounds in Exhibit “___” and shown on Exhibit “___,” which Exhibits are attached to this Deed and made a part of it (the “Easement”); and

Being a part of the same property conveyed to the Property Owner from _____, by deed dated _____ and recorded among the Land Records of Anne Arundel County, Maryland in Liber _____ folio _____ (“the Property”).

The terms of the Easement are as follows: Property Owner covenants and agrees with the County (1) to do and refrain from doing upon the Easement, all and any of the various acts set forth below, and (2) that the covenants, conditions, limitations and restrictions contained in this Deed are intended to limit use of the Easement. The

Property Owner further declares 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:

1. No residential, commercial, industrial, or other structures of any kind will be constructed upon the Easement nor may any residential, commercial, or industrial use be made of the Easement.
2. No cutting or removing of vegetation or grading, filling or other activities shall be permitted upon the Easement except as permitted under a Forest Conservation Plan, or a Buffer Management Plan, or a Bog Protection Plan approved by the County.
3. The general topography of the Easement shall be maintained in its present condition and no excavation, filling, or other topographic changes maybe made.

AS WITNESS the due execution hereof by the parties hereto.

WITNESS

GRANTOR

_____ (SEAL)

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

_____ (SEAL)

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

I HEREBY CERTIFY that this Deed of Easement and Agreement was prepared by the Property Owner (a party to the 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 _____

Approved for form and legal sufficiency.

ANNE ARUNDEL COUNTY OFFICE OF LAW

_____ Date _____

STATE OF _____ COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 200__, 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 the act of said _____.

WITNESS my hand and notarial seal.

_____ Notary Public

My commission expires:

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 200__, 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:

STATE OF _____ COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 200__, 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 the act of said _____.

WITNESS my hand and notarial seal.

Notary Public

My commission expires:

AFTER RECORDATION RETURN TO MS ___

Rev. 5/31/2007