

DEED of EASEMENT and AGREEMENT

Natural Area Easement

THIS DEED OF EASEMENT AND AGREEMENT ("Deed") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, 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 of which is 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 "Natural Area Property" 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; 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

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

forever be held, sold, and conveyed subject to all the covenants, conditions, and restrictions set forth below:

The County shall:

1. have the right to control and maintain on the Easement such conditions and facilities as are necessary in the opinion of the County to adequately drain the adjacent property or to control the flow of water in and through the Easement; and
2. have the right to control the existence, nature, and location of all development within the Easement.

The Property Owner shall:

1. not use the Easement in any way that interferes with the County's right to control storm water and drainage management in and through the Easement;
2. not construct or permit to be constructed any structures, including residential, commercial, and industrial structures of any kind, upon the Easement or allow any residential, commercial, industrial, or other use to be made of the Easement; and
3. maintain the general topography of the Easement in its present condition and neither engage in nor permit others to engage in excavation, filling, tree removal, or other topographic changes upon the Easement except as permitted under a County-approved permit or a County-approved Plan, such as a Forest Conservation Plan.

AS WITNESS the due execution of this Deed by the parties.

WITNESS

GRANTOR

\_\_\_\_\_

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

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
 Larry R. Tom,  
 PLANNING AND ZONING OFFICER,  
 FOR JOHN R. LEOPOLD, COUNTY  
 EXECUTIVE

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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:

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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:

**Rev/ 5/31/2007**

**AFTER RECORDATION RETURN TO MS \_\_ (BLANK NEEDS TO BE FILLED IN.)**

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