

## DEED OF EASEMENT

THIS DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_ ( the "Grantor"), and **ANNE ARUNDEL COUNTY, MARYLAND**, a body politic and corporate of the State of Maryland (the "County").

### RECITALS

WHEREAS, pursuant to and in accordance with Article 17, § 17-10-201 through 17-10-210, inclusive, of the Anne Arundel County Code (2005, as amended), the County is authorized to protect and enhance agricultural land and woodland in Anne Arundel County, Maryland by establishing County Agricultural Districts and purchasing the Development Rights (hereinafter defined) in agricultural lands and woodlands located within the County.

WHEREAS, Grantor is the owner in fee simple of certain agricultural lands or woodlands located in Anne Arundel County, Maryland and more particularly described in Exhibit A hereto (the "Land"), located in a County Agricultural District 2005, as amended) and subject to a County Agricultural District Agreement.

WHEREAS, the County has offered to purchase Grantor=s Development Rights in the Land, and Grantor has accepted the County=s offer and has agreed to sell and convey to the County Grantor's Development Rights in the Land for the purpose of preserving agricultural lands and woodlands.

WHEREAS, in order to provide for the County=s purchase of Grantor=s Development Rights in the Land, Grantor and the County have entered into an Installment Purchase Agreement of even date herewith (the "Installment Purchase Agreement").

### GRANT AND AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby, for Grantor, Grantor's heirs, personal representatives, successors and assigns, and for any subsequent owner of the Land (1) grants to the County, its successors and assigns, forever and in perpetuity an agricultural land or woodland preservation easement, of the nature and character and to the extent hereinafter set forth, in, on, over and with respect to the Land and

(2) establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

AND Grantor covenants with the County, (1) to do and refrain from doing upon the Land all and any of the various acts hereinafter set forth, it being the intention of the parties that the Land shall be preserved for agriculture or woodland use in accordance with the provisions of Article 17, § 17-10-201 through 17-10-210, inclusive, of the Anne Arundel County Code (2005, as amended) and the regulations AAnne Arundel County Agricultural Land and Woodland Preservation Program@ dated August 1999 prepared by the County Office of Planning and Zoning, as in effect on the date hereof, attached as Exhibit B hereto; and (2) that this Deed shall create a perpetual easement in gross running with the Land and all portions thereof as an incorporeal and nonpossessory interest therein, enforceable against Grantor and upon any purchaser, grantee, lessee or owner of all or any portion of the Land and any other person or entity having any right, title or interest therein and upon their respective heirs, personal representatives, successors, and assigns; and (3) that the covenants, conditions, limitations and restrictions contained herein are intended to limit the use of the Land as hereinafter set forth.

AND Grantor further covenants that Grantor has not done or suffered to be done any act, matter, or thing whatsoever, to encumber the Development Rights hereby conveyed; that Grantor will warrant specially the property interests hereby conveyed, and that Grantor will execute such further assurances of the same as may be required.

#### CONDITIONS, LIMITATIONS AND RESTRICTIONS

A. 1. Subject to the reservations hereinafter contained, Grantor covenants, grants and relinquishes the right to develop or use the Land for any purpose ("Development Rights"), except those purposes that are related directly to the use of the Land for agriculture and woodlands.

2. The Development Rights transferred include, but are not limited to, the right to develop or use the Land in the following manner:

- a. industrial or commercial uses;
- b. multi-family or single-family attached dwelling units;
- c. display of signs, billboards or other similar advertising structures, except that regulations may be adopted by the County Council to permit the limited use of such structures in conjunction with the lawful existing use of the affected property;
- d. subdivision for residential uses; and
- e. storage not associated with an agricultural or woodland use.

3. The Development Rights transferred do not include the right to use the

Land for any agricultural, horticultural, silvicultural, viticultural or other farming purposes (which includes, but is not limited to the raising, breeding, caretaking, handling of cattle, horses, sheep, poultry, and other livestock) or the right to carry on all normal farming practices, including:

- a. the operation, at any time, of any machinery used in farm production or the primary processing of any agricultural products;
- b. the right to conduct upon the Land agricultural activities or operations which are in accordance with good husbandry practices and which do not cause bodily injury or directly endanger human health, including activities which may produce normal agricultural related noise and odors;
- c. the sale of agricultural products produced on the Land, subject to applicable zoning regulations;
- d. any use related directly or as an accessory use to the use of the Land for any and all permitted purposes; and
- e. and all other rights and privileges not hereby relinquished, including the right to privacy in the occupancy of the Land.

B. Grantor covenants and agrees to maintain and manage the Land in accordance with sound agricultural soil and water conservation practices as specified in an approved Soil and Water Conservation Plan or Forest Management Plan, as appropriate, and in accordance with practices acceptable to the United States Department of Agriculture and the Maryland Department of Agriculture, so as not to substantially reduce the agricultural or woodland value of the Land.

C. Grantor further covenants and agrees not to dump, place, or store, or permit to be dumped, placed, or stored, any materials on the property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, junk, debris, rubble, construction waste, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery; provided that Grantor may:

1. place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for agricultural use if customarily and regularly done for that type of agricultural use; and
2. with the permission of the County, place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding.

## RESERVATIONS

Grantor reserves, subject to the approval of the County Office of Planning and Zoning, unto Grantor, Grantor's heirs, personal representatives, successors and assigns the right to construct houses for tenants fully engaged in the operation of the farm, provided that the number of tenant houses does not exceed one tenant house for each 50 acres. The Land on which a tenant house is constructed may not be subdivided from the Land and the tenant house may not be conveyed separately from the Land.

## ENFORCEMENT

The County shall have the following enforcement rights to ensure compliance with the terms and conditions of this easement, which rights shall be cumulative:

1. The County or its authorized agent shall have the right to enter on the Land from time to time for the purpose of inspection for compliance and enforcement of the covenants, conditions, limitations, and restrictions contained in this Deed of Easement.

2. Upon any breach of the terms of this Deed of Easement by Grantor, the County may, after reasonable notice to Grantor, require that the Land be restored promptly to the condition required by this Deed of Easement.

3. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the easement, covenants, conditions, limitations, and restrictions contained in this Deed of Easement cannot be adequately remedied by action at law or exclusively by recovery of damages. Therefore, the County may, after notice to Grantor, institute an action at law or in equity to enjoin such violation or breach; to require the restoration of the Land to its condition prior to such violation or breach; to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions contained in this Deed of Easement.

4. The County may seek and shall be entitled to receive monetary damages of up to 25% of the purchase price of the easement from Grantor, or from any purchaser, grantee, lessee, or owner of all or any portion of the Land who substantially reduces the value of the easement by engaging in practices which are unacceptable to the United States Department of Agriculture or the Maryland Department of Agriculture.

5. No failure on the part of the County to enforce any covenant or provision of this Deed of Easement in the event of breach or violation shall be deemed a waiver of the right to do so thereafter nor discharge nor invalidate such covenant or any other covenant, condition, limitation or restriction of this Deed of Easement or affect the right of the County to enforce the same in the event of a subsequent breach or violation.

MISCELLANEOUS

A. The provisions of this Deed of Easement do not relieve Grantor of the obligation to pay real estate taxes or other governmental fees and assessments, or replace, abrogate, supercede or otherwise set aside any local, state, or federal laws, requirements, or restrictions applicable to the Land.

B. This Deed of Easement does not grant the public any right of access to or any right of use of the Land.

IN WITNESS WHEREOF on the date first above written.

Witness:

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

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

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

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

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that, on this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within Deed of Easement and acknowledged that this (these) person(s) executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

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

My Commission Expires:

APPROVED AND ACCEPTED THIS \_\_\_ DAY OF \_\_\_\_\_.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_

County Executive

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

Date

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Planning and Zoning Officer

Date

I HEREBY CERTIFY, that this deed was prepared by one of the parties to the Agreement.

Anne Arundel County, Maryland

\_\_\_\_\_  
Office of Planning & Zoning

Date

EXHIBIT A

All that lot or parcel of ground situate, lying and being in the        assessment district of  
Anne Arundel County, Maryland being known and described as:

(A)

(B)