

THIS DEED OF EASEMENT AND AGREEMENT

Archaeological Resource Preservation Easement

THIS DEED OF EASEMENT AND AGREEMENT (“Easement”), made this _____ day of _____, 20__, between _____, (hereinafter called “Property Owner(s)”), Grantor, Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (hereinafter called “County”), Grantee, and _____ and _____, Trustees by virtue of a Deed of Trust dated _____ and recorded among the Land Records of Anne Arundel County, Maryland in Liber _____, Folio _____, (hereinafter called “Lienholder”);

WHEREAS, Property Owner(s) is/are the owner(s) of property more particularly described below and Property Owner(s) wish to subdivide the property; and

WHEREAS, the property contains a significant archaeological resource(s) as shown on the plat more particularly described below, and detailed in Exhibit A attached; and

WHEREAS, §17-6-502 of the Anne Arundel County Code (2005, as amended) requires that, if an archaeological resource is significant, a developer shall plan development to avoid the archaeological resource and provide a preservation easement to protect it;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Property Owner hereby grants and conveys to the County, its successors and assigns, in perpetuity, an easement in gross, to run with the land of the Property Owner, as further described below, in, on, over, under, and through the following real property labeled as [INSERT Archaeology site(s) I8AN####] as indicated and shown on the plat titled [insert official plat name], recorded or intended to be recorded among the plat records of Anne Arundel County Maryland (a copy of which is kept on file at the Office of Planning and Zoning), situated in the _____ Assessment District of Anne Arundel County, State of Maryland, (the “Easement Area”) and being a part of the property described in a deed from [insert name of Grantor in Deed to Property Owner] to the Property Owner, dated _____ and recorded among the land records of Anne Arundel County, Maryland in liber _____ folio _____ (“the Property”), and as shown in Exhibit A (attached), is subject to the following terms and conditions:

1. Without the express written consent of the County (through the Cultural Resources Division), Property Owner(s) shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking that would materially disturb the surface or subsurface of the ground in the Easement Area. Prior to granting such consent, the County (through the Cultural Resources Division) may require Property Owner(s) to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the County, Property Owner(s) shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the County.

2. The County shall have the right to enter the Property on reasonable notice to Property Owner(s) for the purpose of inspecting the Easement Area to determine whether there is compliance by Property Owner(s) with the terms of this Easement.

3. Upon any breach of the terms of the Easement by Property Owner, The County may, after reasonable notice to Property Owner, exercise any or all of the following remedies:

(i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;

(ii) require that the Property be restored promptly to the condition required by the Easement; and

(iii) enter upon the Property, correct any breach, and hold Property Owner responsible for the resulting cost. The County's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the County at law or equity. If Property Owner is found to have breached any of Property Owner's obligations under the Easement, Property Owner shall reimburse the County for any costs or expenses incurred by the County, including court costs and reasonable attorney's fees.

4. No waiver of any term or condition of this Deed of Easement and Agreement shall have any force or effect unless in writing and approved by the parties. Neither the failure on the part of the County to enforce any term or condition in this Deed of Easement and Agreement nor the waiver of any right by the County shall discharge or invalidate such term or condition or any other term or condition, or affect the right of the County to enforce the same in the event of a subsequent breach or default.

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.

THE Lienholder joins in this conveyance solely for the purpose of consenting to and subordinating its Deed of Trust and lien on the Property to the operation and effect of this Deed of Easement and Agreement, and for that purpose only, fully retaining all other rights as Lienholder on the Property.

AS WITNESS the due execution hereof by the parties hereto.

WITNESS

GRANTOR

_____ (SEAL)

_____ (SEAL)

LIENHOLDER

_____ (SEAL) , Trustee

_____ (SEAL) , Trustee

ATTEST: ANNE ARUNDEL COUNTY, MARYLAND

_____ (SEAL)
Philip R. Hager, Planning and Zoning Officer,
for Steven R. Schuh, County Executive

APPROVED FOR FORM AND LEGAL SUFFICIENCY
NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY:

By: _____
[Insert Attorney Name] Date
[Insert Attorney Title]

I HEREBY CERTIFY that this Deed was prepared by _____ one of the parties to this instrument.

Preparer Date

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 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 _____, 20_____, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Maryland, personally appeared Philip R. Hager, Planning and Zoning Officer, on behalf of Steven R. Schuh, 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:

AFTER RECORDATION RETURN TO :
Cultural Resources Planner
Planning and Zoning Office
Cultural Resources Division
2664 Riva Road, 4th Floor
Annapolis, MD. 21401

“EXHIBIT A”
ARCHAEOLOGICAL RESOURCE PROTECTION AREA
SITE 18AN_____

[This exhibit shall include both a verbal description of the easement area metes and bounds, and a graphic representation showing the easement boundaries. This graphic representation can be an 8.5 x 11 copy or excerpt from the final development plan or plat.]