

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, nor may any residential, commercial, industrial, marina, or institutional use be made of the Forest Conservation Easement Area, except for the following: fences constructed pursuant to a validly issued permit; water-dependent facility access six (6) feet in width or less; structural erosion control constructed pursuant to a validly issued permit; or step pool conveyance system stormwater management structures constructed pursuant to a validly issued permit or approved plan.
- 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 maintenance of existing lawns; stream and/or outfall restoration, maintenance, and management practices; non-structural stormwater management practices; or step pool conveyance system stormwater management structures; 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, non-structural stormwater management practices, step pool conveyance system stormwater management structures, or other 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. The County shall have the right to enter the Property to inspect the Forest Conservation Easement Area and to undertake any activities to restore, protect, manage, maintain, enhance, and monitor compliance with the terms of this Forest Conservation Easement, including any stormwater management systems located therein, and may use subcontractors to perform these functions.

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.

4. Upon any breach of the terms of this Deed of Easement and Agreement by the Property Owner, 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. Upon any breach of the terms of this Deed of Easement and Agreement by the Property Owner, the County may exercise any or all of the following remedies:

- a. institute suit(s), including a suit to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, and including civil penalties as authorized by § 5-1612 of the Natural Resources Article of the State Code (as amended);
- b. require that the Forest Conservation Easement Area be promptly restored to the condition required by this Deed of Easement and Agreement; and
- c. enter upon the Property, correct any breach, and hold the Property Owner responsible for the resulting cost.

5. If the Property Owner breaches any of the Property Owner's obligations under this Deed of Easement and Agreement, the Property Owner shall mitigate pursuant to applicable Anne Arundel County Code provisions. Within the Critical Area, mitigation shall be pursuant to County Code provisions and State law governing clearing in the Critical Area, and outside of the Critical Area, mitigation shall be pursuant to Code provisions governing clearing in violation of the Forest Conservation law. The Property Owner shall reimburse the County for any costs or expenses incurred by the County, including the costs of abatement or mitigation, court costs, and reasonable attorney's fees. The amount shall be subject to collection and enforcement in the same manner as County real property taxes and shall constitute a lien upon the Property, pursuant to section 1-9-101 of the Anne Arundel County Code, as may be amended from time to time.

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.

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

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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.

PROPERTY OWNER:

_____(SEAL)

_____(SEAL)

ANNE ARUNDEL COUNTY, MARYLAND

_____(SEAL)

Philip R. Hager
Planning and Zoning Officer
for Steven R. Schuh, County Executive

Approved for form
and legal sufficiency:

Office of Law

Date

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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.

Notary Public

My commission expires: _____

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.

Notary Public

My commission expires: _____

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, 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 for 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.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

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.

Preparer: _____

Date: _____

AFTER RECORDATION RETURN TO MS _____