

DEED OF PRESERVATION EASEMENT AND AGREEMENT
Historic Property Preservation Easement

THIS DEED OF PRESERVATION EASEMENT AND AGREEMENT (“Easement”), made this _____ day of _____, 20____, by and between _____(hereinafter called “Grantor”) and Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (hereinafter called “County”), Grantee

WHEREAS, Grantor is the owner of certain real property located in Anne Arundel County, Maryland and recorded among the land records of the County at Liber _____, Folio _____; and

WHEREAS, the Property includes a building(s) of historic importance that is listed on Anne Arundel County’s Inventory of Historic Properties known as _____and this Easement will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, § 17-6-501 of the Anne Arundel County Code (2010, as amended) requires that, a preservation easement shall be required to protect and preserve historic properties listed on Anne Arundel County’s Inventory of Historic Properties; and

WHEREAS, in order to make the preservation and rehabilitation guidelines a covenant/easement running with the land and binding upon the Property and the Grantor Owner, its successors, personal representatives and assigns of the Grantor in perpetuity, the Grantor hereby executes and records this Easement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to the County an easement in all of that parcel of land known as _____, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in the _____ Assessment District of Anne Arundel County, Maryland, and which is more particularly set forth and described and depicted in Exhibit A, attached hereto and incorporated herein (“Property”)
2. Exhibit B consists of _____ pages and includes as page 1 a schedule (which is recorded with this Easement) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Easement as though recorded herewith and are kept on file at the County’s Office of Planning and Zoning.

3. The Terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by the County and its successors, transferees and assigns with respect to the Property and against Grantor and the Grantor's heirs, personal representatives, successors, transferees, and assigns, all of whom are collectively referred to herein as "Grantee" or "County" and "Grantor" or "Property Owner", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property, except as otherwise provided herein.

(B) Maintenance and Administration. Grantor agrees at all times to keep and maintain the Property and the existing Building(s) in the same or better structural condition and state of repair as that existing on the effective date of this Easement, so as not to be deemed an "unsafe" structure as defined in **Section 108.1.1** of the Property Maintenance Code; and as to prevent "demolition by neglect" of an unsafe structure as outlined in **Section 115.1, et seq.** of the International Building Code, as adopted by the County in the Construction and Property Maintenance Code Supplement of the County Code as of the recordation date of this Easement.

(C) Changes and Alterations. All construction work, including interior and exterior, which would alter or change the Property and which would require a permit issued by the County must be undertaken in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, as amended. All plans and specifications for any proposed work must be reviewed and approved by the Cultural Resources Section in the Office of Planning & Zoning ("Cultural Resources") prior to commencement of work, except for routine maintenance caused by casual wear and tear.

(i) The term construction shall include all construction, reconstruction, improvement, enlargement, alteration, demolition, or repair of any structure or works.

(D) Archaeological Resources. Without the express written consent of the County, 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 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.

(E) Inspection. The Cultural Resources staff shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Easement.

(F) Casualty Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed, the Grantor shall notify the County in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs, reconstruction, or demolition of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the County's prior written approval. Grantor shall maintain such insurance policies insuring loss of or damage to the Property in such amounts as are satisfactory to the County and name the County as an additional insured.

(G) Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and the County may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the objectives of this Easement. Any such amendment shall be consistent with the protection and preservation values of the Property and the purpose of this Easement; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, cultural, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Anne Arundel County, Maryland.

(H) Breach by Grantor. Upon any breach of terms of the Easement by Grantor, the County may, after reasonable notice to Grantor, 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, at Grantor's expense and to the County's satisfaction; and

(iii) enter upon the Property, correct any breach, and hold Grantor 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 Grantor is found to have breached any of Grantor's obligations under the Easement, Grantor shall reimburse the County for any costs or expenses incurred by the County, including court costs and reasonable attorney's fees.

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 Easement against the Grantor, the Grantor'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.

AS WITNESS the due execution hereof by the parties hereto.

WITNESS

GRANTOR

_____ by: _____(SEAL)

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 Preservation Easement and Agreement to be the act of said Grantor, being specifically authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

My commission expires: _____

ATTEST:

ANNE ARUNDEL COUNTY,
MARYLAND

_____ by: _____(SEAL)

Christine Anderson
Chief Administrative Officer

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 Christine Anderson, Chief Administrative Officer, 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: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY SWAIN, COUNTY ATTORNEY:

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

Date

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

Preparer

Dat

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AFTER RECORDATION RETURN TO:

Cultural Resources Planner

Planning and Zoning Office

Cultural Resources Section

2664 Riva Road, 4th Floor

Annapolis, MD 21401

**“EXHIBIT A”
PROPERTY DESCRIPTION
PRESERVATION EASEMENT AREA**

“EXHIBIT B”
SCHEDULE

**“EXHIBIT C”
SPECIAL BUILDING COVENANTS and/or CONDITIONS**

1) Historic Building Covenants

“EXHIBIT D”
SPECIAL ENVIRONMENTAL SETTING COVENANTS