

Deed of Easement and Agreement

(Natural Conservation Easement for Septic Reserve)

**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”), Grantee;

**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 “Natural Conservation Easement for Septic Reserve”).

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 Easement, 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 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 Natural Conservation Easement for Septic Reserve, nor may any residential, commercial, industrial, marina, or institutional use be made of the Easement Area.
- b. No cutting or removing of trees or vegetation of any kind or grading, filling, dumping, or other activities shall be permitted upon the Easement Area, except as permitted under the express approval from Anne Arundel County Department of Health to utilize replacement septic reserve area or primary septic area described on Exhibit A and shown on Exhibit B approved by the County.
- c. The general topography of the Easement Area shall be maintained in its present condition, and no excavation, filling, or other topographic changes may be made.
- d. Cutting or removing of vegetation required for utilization of septic reserve areas shall be mitigated at a 1:1 ratio. Mitigation shall be conducted on site within the primary septic area prior to considering other locations, unless otherwise approved by the County.

2. Permits must be issued pursuant to all applicable federal, state, and County laws prior to any clearing for septic purposes.

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.

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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 the County or State Code (as amended);

b. require that the 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. 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 1-8-101 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)

Planning and Zoning Officer for  
Steuart Pittman, 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 Steve Kaii-Ziegler, AICP, Planning and Zoning Officer for Steuart Pittman, 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 \_\_\_\_\_**