

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this ____ day of _____, 2000, by and between _____, and _____ ("Grantors"), and HARFORD COUNTY, MARYLAND, at 220 South Main Street, Bel Air, Maryland 21014 ("Grantee").

WITNESSETH

WHEREAS, in 1997 the Maryland General Assembly enacted Subtitle 9A, Natural Resources Article, Annotated Code of Maryland, establishing a Rural Legacy Board and a Rural Legacy Program to counteract the effects of sprawl development and other modifications to the landscape in Maryland and to enhance natural resource, agricultural, forestry, and environmental protection while maintaining the viability of resource-based land usage and proper management of tillable and wooded areas through accepted agricultural and silvicultural practices for farm production and timber harvests. Protection is provided through the acquisition of easements and fee estates from willing landowners, and the supporting activities of Rural Legacy Sponsors and local governments.

WHEREAS, Grantors own in fee simple ____ acres of certain real property ("Property") situate, lying and being in the _____ Election District of ____ County, Maryland, and more particularly described in Exhibit A attached hereto.

WHEREAS, the Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth, and the Grantee are willing to accept such Conservation Easement;

WHEREAS, the Grantors and the Grantee have identified significant conservation values and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, environmental, scenic, cultural, rural, [*Optional when offered for no consideration, or when purchased without Rural Legacy Funds:* historical, archeological,] woodland and wetland characteristics of the Property, viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of _____ Dollars (\$_____) to the Grantors as full

monetary consideration for granting this Conservation Easement, and the Grantors and the Grantee agree that, as hereinafter provided, the State of Maryland is a third party beneficiary of this Conservation Easement.

NOW, THEREFORE, in consideration of _____ Dollars (\$____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the “Terms”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantors unconditionally and irrevocably hereby grant and convey unto the Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

The Purpose of this Conservation Easement is to conserve and preserve the significant conservation values in the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition.

To achieve these objectives, the following Terms are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article V and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantors and their respective personal representatives, heirs, successors and assigns and by the State of Maryland, acting by and through the Rural Legacy Board or the Office of the Attorney General against both the Grantee and the Grantors, and their respective personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Residential, Industrial or Commercial Activities on the Property

Farming, horticulture, forestry and other types of agricultural production and processing are permitted unless otherwise prohibited or restricted in this easement. Residential, industrial or commercial activities or uses are prohibited on the Property, except for the sale of agriculture products produced on the Property and residential uses as approved under this Conservation Easement. Grantors shall have the right to conduct commercial hunting and fishing activities on the Property so long as such activities are consistent with all local, state, and federal laws and regulations.

B. Construction and Improvements

No building, facility, means of access or other structure shall be constructed on the Property after the date of this Conservation Easement, except:

1. To construct one (1) residential structure as the “Main Dwelling”, which shall not be subdivided from the Property. The construction of this house if not already built shall be approved by Grantee and shall not be located within the Viewshed Protected Area (“VPA”) as determined by Grantee;

2. To construct _____ (#) tenant homes, which shall not be subdivided from the Property. The construction site shall be approved by Grantee and shall not be located within the VPA as determined by Grantee;

3. To construct accessory structures designed, constructed and utilized for the purpose of serving the existing or permitted residences so long as such structures do not interfere with the agricultural, forestry, natural and cultural character of the Property and the viewshed as determined by Grantee;

4. To construct accessory structures designed, constructed and utilized in connection with the agricultural, and naturalistic uses of the Property, so long as such structures do not interfere with the character of the Property and the VPA as determined by Grantee;

5. To replace all existing structures and other structures permitted under this Conservation Easement with structures of similar size and purpose;

6. To improve, repair, restore, alter, remodel, and maintain all existing structures and other structures permitted under this Conservation Easement in this Article, so long as such structures remain at similar size and for similar purpose;

7. To construct and maintain reasonable means of access to all permitted uses and structures on the Property.

The Grantors shall notify the Grantee in writing for the above noted requests at least sixty (60) days prior to submitting any required permit applications for said construction to local, state or federal agencies, or if no governmental permits are required, at least sixty (60) days in advance of any work whether for construction or preparatory to construction regarding the location of any new residential or accessory structure, the location of any replacement residential structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure and any such change shall be subject to the prior written approval of the Grantee.

C. Divisions or Subdivisions of the Property

Except as provided in this paragraph II.C, the Property may not be divided or subdivided, or consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted for any commercial, industrial, agricultural or residential purpose.

1. Grantor reserves the right to subdivide two (2), two (2)-acre residential lots [if there is only one (1) lot permitted use that number] which upon recordation of such subdivision shall not be subject to the terms of this Conservation Easement and shall be deducted from the value of the easement payment at the time of the easement purchase. All such subdivisions shall meet all State and local regulations and must be recorded within ten (10) years from the date of this Conservation Easement or the right to such subdivision shall be terminated. The boundary of all such lots shall be fenced and shall include vegetative screening to protect the natural and cultural features which can be viewed from_____ Road or from_____ historic structure. Prior to subdivision, Grantee shall review and approve the location of the lots as well as a screening and fencing plan. All such lots shall not be located in the VPA's as determined by Grantee and described in Article II. M below.

2. The Main Dwelling shall not be subdivided from the Property.

No agricultural division or subdivision shall be used to create additional development rights or facilitate construction of a new residence. No means of access to any residential parcel created under this paragraph shall be allowed over the remainder of the Property, including any parcel divided or subdivided for agricultural purposes.

Grantors hereby grant to Grantee all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the property or any other property.

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, the Grantors hereby grant to the Grantee all transferable, cluster or other development rights including family conveyances, child lots, owner lots and lots around existing dwellings that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property, or to any other property, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

E. Dumping, Placement or Storage of Materials

No materials may be dumped, placed or stored on the Property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, abandoned appliances, or abandoned machinery. Notwithstanding the previous sentence, the 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 (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding, (3) place materials reasonably necessary for construction or maintenance of

permitted structures, home sites and means of access as provided in paragraph II.B. and (4) place or store materials in the interior of permitted structures: provided, that these materials shall not be placed or stored on wetlands (as described in paragraph II.H) or within fifty (50) feet of any rivers, streams, creeks, runs or Bay shorelines.

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. Notwithstanding the previous sentence, the Grantor may excavate materials (1) for agricultural use if customarily and regularly done for that type of agricultural use, (2) reasonably necessary for the purpose of combating erosion or flooding, and (3) reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in paragraph II.B and, subject to location approval by the Grantee; provided, that these materials are not excavated from or placed or stored on wetlands (as described in paragraph II.G) or vegetative buffers (as described in paragraph II.H.).

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted, except for the maintenance of drainage ditches for agricultural use if customarily and regularly done for that type of agricultural use. "Wetland" or "wetlands" means portions of the Property defined by any State or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Vegetative Buffer Strip

1. The provisions described in H. 2. below of this Conservation Easement are effective upon the earlier to occur of either (i) failure to enter into a CREP Contract within five (5) years of execution of this Conservation Easement or (ii) _____ (insert the date that the CREP Contract expires, which cannot be more than twenty-one (21) years from the date of this Conservation Easement).

2a. Maintenance of Buffer Area

The Grantors agree to maintain a forested buffer area ("Forested Buffer Area") for a minimum of twenty-five (25) feet from the stream edge along _____ [Type in name of River, Creek, Stream, Run or other waterway] ("Water Body"). In the Forested Buffer Area, there shall be no burning, mowing, cutting, removal, spraying of herbicides, grazing, livestock access, plowing, tilling or destruction of shrubs, grasses or other vegetation (collectively, "Vegetation") except for: (1) nonnative, invasive or noxious Vegetation; (2) dead, insect infested or diseased Vegetation; (3) trees damming or backing up the normal flow of the Water Body; (4) Vegetation, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect rare and endangered species; (5) Vegetation, for one crossing for vehicular or livestock traffic to access the remainder of the Property as provided for in a Soil Conservation and Water Quality Plan.

However, when the Forested Buffer Area is on average at least one hundred (100) feet wide from the edge of the Water Body, the Grantors may harvest trees more than fifteen (15) feet from the edge of the Water Body; provided that all the following conditions are met: (i) the Grantors shall comply with a current Forest Management Plan which has been prepared by a licensed forester for the Buffer Area prior to and following any forest management or harvesting operations, (ii) harvesting and management activities shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Natural Resources (the “Guidelines”) or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future or as they may be amended from time to time, and (iii) the Grantors shall leave at least sixty (60) square feet/acre minimal basal area of acceptable growing stock of evenly distributed trees, which are six (6) inches or greater in diameter, not including the trees within fifteen (15) feet from the edge of the Water Body.

OR

2b. Maintenance of Buffer Area

Grantors agree to maintain a vegetative buffer area (“Vegetative Buffer Area”) consistent with an Operation and Maintenance Plan prepared by the local Soil Conservation District, at a minimum width of at least ___feet from the stream edge along _____ [Type in name of River, Creek, Stream, Run or other waterway] (“Water Body”). The Vegetative Buffer Area shall consist of perennial or permanent grasses, legumes, forbs and shrubs with a life span of ten (10) years or more (“Grasses”). In the Vegetative Buffer Area there shall be no burning, cutting, haying, mowing, seed harvesting, grazing, livestock access, plowing or tilling of Grasses except for: (1) nonnative or invasive Grasses or noxious weeds; (2) dead (not just dormant), insect infested or diseased Grasses; (3) Grasses in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect rare, threatened and endangered species; (4) burning with the approval of Grantee in consultation with the Maryland Department of Natural Resources; (5) Vegetation for one crossing for vehicular or livestock traffic to access the remainder of the Property, as provided for in a Soil Conservation and Water Quality Plan; (6) twice yearly mowing or haying so long as such mowing or haying (i) does not take place between April 15 and August 15 or as determined by the Maryland Department of Natural Resources; (ii) is in compliance with a Operation and Maintenance Plan prepared by the local Soil Conservation District Office; (iii) leaves a height of at least six (6) inches of Grass; and (7) grazing with the approval of the Grantee in consultation with the Maryland Department of Agriculture upon a Declaration of Drought Disaster by appropriate state or federal authorities, so long as such grazing is in compliance with a Operation and Maintenance Plan prepared by the local Soil Conservation District Office.

If the vegetative buffer succeeds to a forested buffer, then the Grantors may: (a) harvest trees provided, however, that the following conditions are met: (i) harvesting and management activities, shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Natural Resources **[only use “Guidelines” if previously defined]** or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future or as they may be

amended from time to time; (ii) the Grantors shall have a current Forest Management Plan which has been prepared by a licensed forester for the Easement Area prior to conducting any forest management or harvesting operations; and (b) after harvesting trees in compliance with the preceding paragraph (a), the Grantors may also clear stumps and return the land to a vegetative buffer; provided, however, that the Grantors comply with the 1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control (currently incorporated by reference at COMAR 26.17.01.11) or comparable provisions of any standards, specifications or regulations which may replace the Standards and Specifications in the future or as they may be amended from time to time. I. Forest Management

For woodland areas of Properties:

Within one (1) year of the execution of this Conservation Easement the Grantors shall have a Forest Conservation Management Agreement ("FCMA") for the Property. All forest management practices on the Property shall be in accordance with sound forestry management practices as prepared by a licensed registered forester. As part of the FCMA, Grantors shall have a Forest Management Plan ("Plan") or Forest Stewardship Plan ("Stewardship Plan").

Management of all forest on the Property is required. Harvesting of forest on the Property is permitted as long as it is part of the overall management plan and all necessary permits are obtained. All forest management actions, including but not limited to harvesting, shall be in accordance with: (1) all applicable State laws and regulations as they may be amended from time to time, (2) a Stewardship Plan or a Plan reasonably current, but in no event more than ten (10) years old, prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, (3) *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Natural Resources, Forest Service, or comparable provisions of any guidelines or regulations which may replace the Guidelines in the near future or as they may be amended from time to time. To that end Grantee shall have a Plan updated every ten (10) years, which shall include:

- (1) An inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) not already identified in Exhibit ;
- (2) An access plan for the Property, including all areas to be commercially managed;
- (3) Erosion control measures, specifically addressing water bodies and wetland areas;
- (4) Management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, deer wintering areas, steep slopes, Viewshed Protection Areas (VPA), and all those features identified in Exhibit _ _

All such timber production shall not alter the agricultural character of the land or diminish its productive capability as determined by Grantee. Grantor shall also have a Forest Harvest Permit ("FHP") from the Grantee prior to conducting any of the forest harvesting activities permitted above.

J. Soil Conservation and Water Quality Plan

Within one (1) year of the date of this Soil Conservation Easement, the Grantors shall have a Soil Conservation and Water Quality Plan (the “Soil Plan”) prepared and approved by the local Soil Conservation District, which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. The Grantors and the local Soil Conservation District may make revisions to the Soil Plan, including the schedule of implementation, as land use practices or management changes, however, the Grantors shall be in full compliance with the Soil Plan within four years of the date of this Conservation Easement.

K. Nutrient Management Plan

Within one (1) year of the date of this Conservation Easement, the Grantors shall meet Maryland’s required Nutrient Management Plan guidelines where applicable, and if the Grantors are required to plan and implement required practices per State guidelines, such shall be fully implemented within accordance with the State law. L. Hunting and Fishing Grantors reserve the right to conduct hunting and fishing activities on the Property, to the extent such activities are consistent with all local, state, and federal laws and regulations.

M. Viewsheds

The Viewshed Protection Area(s) (“VPA”) of the Property is designated in the Plat of Exhibit A and in Exhibit D. *(you might also want to describe VPA here e.g. between the historic house and the Post Road)* The VPA provides significant public value; therefore Grantor shall not conduct any activities which adversely impact the VPA, including but not limited to the construction of structures or planting of crops. Grantee shall have prior approval of the location and size of structures in the Viewshed and any permanent plantings which may impact the Viewshed. Grantor shall not conduct any tree farming activities or plant any trees, which shall impact the Viewshed except for the requirements under Article II H. Vegetative Buffer Strip, of this Conservation Easement.

N. Utilities

No major public or private utilities may be constructed on the Property such as cellular towers, telephone exchanges, electric power transmission line, and relay stations. No poles, pipelines or other utility structures may be constructed on, over or under the property coming into the easement. This provision is intended to provide to the Grantee such an interest in and to this property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies without prior written approval of the Grantee.

O. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property except signs not exceeding four (4) feet x four (4) feet for each of the

following purposes: (1) to state the name of the property and the name and address of the occupant; (2) subject to approval of the Grantee, to advertise any home or ancillary occupations consistent with the purposes of this easement; (3) to advertise the property's sale or rental; (4) to advertise the agricultural and naturalistic uses of the Property; (5) to prevent trespassing; and (6) to recognize its protection by the Grantee under this Conservation Easement, the Rural Legacy Program and state and local environmental or game laws.

P. Rights of Third Parties to Use the Property

The Grantors may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement.

Q. Public Access ☐

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This Conservation Easement does not grant the public any right to access or any right of use of the Property.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by the Grantors, the Grantee may, after reasonable notice to the Grantors, exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and

2. Require that the Property be restored promptly to the condition required by this Conservation Easement.

The Grantee remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. If the Grantors are found to have breached any of the Terms under this Conservation Easement, the Grantors shall reimburse the Grantee for any costs or expenses incurred by the Grantee, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of the Grantee to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

The State of Maryland, acting by and through the Rural Legacy Board, Grantee, and their respective employees and agents have the right, with reasonable notice to the Grantors, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether the Grantors are complying with the Terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures. The State of Maryland, acting by and through the Rural Legacy Board, and Grantee will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

ARTICLE IV. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Current Certified Boundary Description, Plat and Property Reference is attached hereto and made a part hereof. Exhibit A consists of __ pages.

B. Exhibit B: Summary of Conservation Values of the property is attached hereto and made a part hereof. Exhibit B consists of ___ pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of ___ pages.

D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers are kept on file at the principal office of the Grantee and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof, except for the Slide Index which is attached hereto and made a part hereof. Exhibit D consists of __ color slides and ___ pages [and black and white photographs and ___ pages].

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices of the Grantee and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of ____ pages.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE V. MISCELLANEOUS

A. Notification by the Grantors of a Grant, Conveyance or Other Transfer

The Grantors shall notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. The Grantors further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is granted, conveyed or otherwise transferred. The Grantors shall provide a copy of this Conservation Easement to all subsequent Grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on the Grantors

In the event that any applicable State or federal law imposes affirmative obligations on owners of land which if complied with by the Grantors would be a violation of a Term of this Conservation Easement, the Grantors shall: (i) if said law requires a specific act without any discretion on the part of the Grantors, comply with said law and give the Grantee written notice of the Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply; or (ii) if said law leaves to the Grantors discretion over how to comply with said law, use the method most protective of the conservation values of the Property listed in Exhibit B.

C. Notices to the Grantee

Any notices by the Grantors to the Grantee pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to Harford County Government, Department of Planning and Zoning, Office of Agricultural and Resource Preservation, 220 South Main Street Bel Air, Maryland 21014.

D. Approval of the Grantee

In any case where the terms of this Conservation Easement require the approval of the Grantee, such approval shall be requested by written notice to - the Grantee. Such approval shall be deemed to have been given unless within sixty (60) days after receipt of notice the Grantee mails notice to the Grantors of disapproval and the reason therefore. Unless the Grantee approval is deemed to have been given in accordance with the prior sentence, any approval shall be written. The Grantee will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but its decision shall be final and in its sole discretion.

E. Assignment By the Grantee and Effect of Dissolution of the Grantee

If at any time the Grantee intends to acquire the fee simple interest of the Property encumbered by this Conservation Easement, prior to any such conveyance of the fee simple interest, the Grantee shall assign its interest in this Conservation Easement to the Maryland Department of Natural Resources.

So long as a government agency continues to hold title to this Conservation Easement, the Grantee may assign, upon prior written notice to the Grantors, their rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code

and only with assurances that the purposes of this Conservation Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth the Conservation Easement and rights of enforcement shall revert to the Grantee; and if the Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Maryland Board of Public Works, or its successors or assigns, shall appoint an appropriate successor as the Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by the Grantee of their rights under this Conservation Easement unless the Grantee, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

F. The Grantee Hold for Conservation Purposes

The Grantee agrees to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. Rights of State of Maryland as to Enforcement and Amendment

The Grantors and the Grantee agree that the State of Maryland, which has provided necessary funding for acquisition of this Conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Maryland, acting by and through the Rural Legacy Board and the Office of the Attorney General, shall have the right to enforce all of the Terms of this Conservation Easement, against both the Grantee and the Grantors. In addition, this Conservation Easement may only be amended by a written document that is executed by the Grantors and the Grantee, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

H. Effect of the Dissolution of the Rural Legacy Board

In the event that the Rural Legacy Board is dissolved and no successor unit of State government is selected or established by the Maryland General Assembly, then the Maryland Board of Public Works, and its successors and assigns, shall have the right to transfer all rights of the Rural Legacy Board under this Conservation Easement to a unit of the Executive Branch of the State government.

I. Mortgages and Deeds of Trust

The Grantors and the Grantee agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of the Grantee under this Conservation Easement. The Grantors have provided a copy of this Conservation Easement to all mortgagees, and trustees and beneficiaries of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded in the land records at the time of recording of this Conservation Easement. [Mortgage and deed of trust subordination forms will be provided.]

J. Condemnation

By acceptance of this Conservation Easement by the Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for agricultural, forestry, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantors and the Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantors and the Grantee shall be allocated in the same manner as the proceeds are allocated.

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the State of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation Easement.

L. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

M. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

N. Successors

The terms “Grantors” and “Grantee” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns and the above-named Grantee and its’ successors and assigns.

O. Recordation

The Grantee shall record this instrument for the Grantee, the Grantors and the State of Maryland in a timely fashion among the Land Records of Harford County, Maryland, and the

Grantee may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

P. Real Property Taxes

Except to the extent provided for by State or local law, nothing herein contained shall relieve the Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

Q. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

R. Authorization

The Grantor(s) authorizes the Soil Conservation District and any other entity or government agencies to release to the Grantee(s) information contained in Grantor(s) Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the terms of this Conservation Easement.

TO HAVE AND TO HOLD unto the Harford County Government of the State of Maryland, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND said Grantors hereby covenant that they have not done or suffered to be done any act, matter of thing whatsoever, to encumber the property hereby conveyed, that they would warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the Grantors and the Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

Name (SEAL)

Name (SEAL)

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2000, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____ and _____, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

GRANTEE:

name (SEAL)

name (SEAL)

I hereby certify that this Deed of Conservation Easement has been prepared by me or under my supervision, and that I am admitted to practice law in the State of Maryland.

Attorney at Law

Approved as to the legal form and sufficiency this _____ day of _____, 2000.
“Approved” means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Attorney at Law

