

FORESTED BUFFER WATER RESOURCE DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 20___, by and between _____ (“Grantor”) (in the event this document involves more than one grantor then Grantor shall include and mean the plural); and _____ and _____ (“Trustees”); and _____ (“Beneficiary”); and _____ (“Mortgagee”); and **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, including its successors and assigns (“Grantee”).

WHEREAS, Grantor owns land which Grantor has expressed an intent to develop by subdividing the land or other development; and

WHEREAS, Grantor's land is in an area which is a tributary of a County reservoir, planned reservoir, other community water supply, or the Chesapeake Bay which needs to be protected from certain environmental changes based upon environmental and engineering studies; and

WHEREAS, Grantor's plans for development may adversely impact these existing or potential community water supply sources and the Chesapeake Bay without certain protective measures being taken; and

WHEREAS, Grantor is required to grant an easement as hereafter described as a condition of Grantor's authorization to develop; and

WHEREAS, Trustees and Beneficiary have secured a loan to Grantor on property which wholly or in part is set forth on a Subdivision Plat/Site Plan entitled “ _____ ” (_____ SHEETS) and intended to be recorded among the Land Records of Carroll County. The Deed of Trust is dated _____, _____, and recorded among the Land Records of Carroll County in Book No. _____, Page _____ &c.; and

WHEREAS, Mortgagee has secured a loan to Grantor on property which wholly or in part is set forth on a Subdivision Plat/Site Plan entitled “ _____ ” (_____ SHEETS) and intended to be recorded among the Land Records of Carroll County. The Mortgage is dated _____, _____, and recorded among the Land Records of Carroll County in Book No. _____, Page _____ &c.; and

WHEREAS, Trustees, Beneficiary and Mortgagee join for the purpose of assenting to this document and by such joinder agree to subject any sales of the property on foreclosure, to the legal operation and effect hereof.

NOW THEREFORE, THIS DEED OF EASEMENT WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor, Trustees, Beneficiary and Mortgagee, do\does grant, release and confirm unto **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, its successors and assigns, a water resource protection easement in, on, over and under so much of Grantor's property as is shown on a Plat entitled “ _____”, and identified as “**Forested Water Resource Protection Easement**”, which Plat is to be recorded among the Land Records of Carroll County simultaneously herewith at Plat Book No. _____, Page _____; so that said property is subject to the covenants, conditions, limitations and restrictions hereafter set forth, so as to constitute an equitable servitude upon the land.

BEING an easement over a portion of the land conveyed unto the Grantor by Deed from _____, dated _____, and recorded among the Land Records of Carroll County, in Book No. _____, Page _____ &c.

AND the Grantor covenants for and on behalf of Grantor and Grantor's respective personal representatives and assigns, with the Grantee and Grantee's successors and assigns, to do and refrain from doing upon the above described land all and any of the various acts hereafter set forth, it being the intention of the parties that the said land shall be preserved in a condition which acts to protect the water resource. Furthermore, it is the intent of the parties that these covenants be deemed to be and are construed as real covenants running with the land. All subsequent purchasers of the property burdened by the easement shall assume the position of “Grantor” for the purposes of this easement at the time of sale.

AND the parties, for themselves, their heirs, personal representatives, successors, and assigns further covenant and agree as follows:

1. That the following structures, practices, and activities are prohibited within the easement:
 - a. Soil disturbance by filling, grading, stripping of topsoil, plowing, cultivating, or other practices.
 - b. Storing or dumping of any material, including but not limited to yard waste, appliances, automobiles, garbage, trash, chemicals, pesticides, or construction debris.
 - c. Storing, maintaining, or operating motorized vehicles except on designated roads and driveways or for emergency use and maintenance; except as otherwise authorized herein.
 - d. Housing, grazing, or otherwise maintaining domestic animals to include activities involving the construction of kennels, stables, or barns; disposal of manure; or any other activity which would result in the destruction of vegetation and exposure of soil to erosion.
 - e. Cutting, clearing, or grubbing of trees except for normal maintenance of dead, wind-blown, or damaged trees; except as otherwise authorized herein.

2. That the following structures, practices and activities are permitted within the easement after review and approval by the Grantee:

a. Driveways, bridges and utilities if it is clearly proven that no other feasible alternative exists and that minimal disturbance takes place. These structures shall be located, designed, constructed, and maintained to provide maximum erosion control, to minimize impacts on wildlife and aquatic habitats, and to maintain hydrologic processes and water quality. Following any disturbance, the affected area shall be restored in accordance with methods approved by the Grantee.

b. Stream restoration projects and activities.

c. Scientific studies including water quality monitoring and stream gauging.

3. That the following structures, practices, and activities are permitted within the easement without review by the Grantee, provided that the general condition of the easement is maintained and any soil disturbance is kept to a minimum and immediately stabilized:

a. Horticultural practices used to maintain the health of individual trees.

b. Removal of trees which are in danger of falling on structures or causing blockage of streams.

c. Other timber management techniques deemed necessary and undertaken with advice and guidance from the Maryland Departments of Natural Resources and Agriculture to preserve the forest from extensive pest or disease infestation or threat from fire.

d. Clearing for one winding walking path, no wider than six feet. This path cannot be a straight line to the stream or water body as it would allow the water to channelize. The path must remain stabilized.

e. Pruning of live tree branches that are no higher than twelve feet from the ground if at least the top two-thirds of the tree canopy is maintained.

4. If a pond area is shown on the Plat, then the following shall apply:

a. Passive recreational activities are allowed within the pond area, including hiking, swimming, picnicking, wildlife viewing, and fishing.

b. Non-routine maintenance, such as dredging or dam and standpipe maintenance, is allowed in accordance with plans produced by a certified engineering firm or upon approval by the Carroll County Soil Conservation District.

c. The following routine maintenance is required within the pond area:

(i) overflows and emergency spillways shall be kept clean and free of woody

vegetation; and

(ii) dams shall be maintained as mowed grass and any trees or shrubs on the dam shall be removed; and

(iii) establishment of burrowing animals in the dam structure shall be prevented; and

(iv) eroded areas of the dam structure shall be restored within 30 days.

d. A winding walking path may be installed to allow for pedestrian access to the pond bank. The path may not encircle the pond.

e. A bank area may be installed within the pond area, but shall not exceed 15 feet of shoreline or 12 feet from the edge of the water and shall be maintained with non-erosive materials.

f. Only pesticides approved for use with the aquatic habitat are allowed.

g. One dock may be constructed.

5. Signage as shown on the Forest Conservation Plan or Grading Plan shall be perpetually maintained at 100 foot intervals around the perimeter of the easement.

6. That any activity within the easement shall be conducted to minimize disturbance of existing forest floor, leaf litter, and vegetation. Where the existing ground cover is disturbed and results in exposed soil, that area shall be immediately stabilized by Grantor to avoid soil erosion.

7. That any activity or use not specifically prohibited or authorized must be submitted to the Grantee for review and approval. The Grantee may authorize the harvest of individual trees. Unless an activity is approved by the Grantee, the activity is prohibited.

8. That the Grantor shall not violate all applicable federal, state, and local laws. When the provisions of this easement conflict with other laws, regulations, or policies, the more restrictive shall apply.

9. That the Grantee or its authorized representative shall have the right to enter on the Grantor's land from time to time for the sole purposes of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained; provided, however, that the Grantee shall have no right under this easement to inspect any land outside the easement. Any representative of the Grantee shall carry identification and shall access the easement from a publicly maintained road whenever possible.

10. That this easement does not grant the public in general any right of access to or any right or use of the above described land.

11. That nothing herein contained shall relieve the Grantor or its heirs, personal

representatives, successors, or assigns of the obligation to pay real estate taxes and to comply with all applicable State and County laws, ordinances, and regulations.

12. That this easement shall be in perpetuity, unless released by Grantee.

AS WITNESS the hand and seal of the Grantor herein.

_____(SEAL)
BY:
TITLE:
Grantor

_____(SEAL)
BY:
Trustee

_____(SEAL)
BY:
TITLE:
Beneficiary

_____(SEAL)
BY:
TITLE:
Mortgagee

NEED NOTARY FOR EACH SIGNATURE EXCEPT COUNTY SIGNATURES

ACCEPTED BY:
THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND
a body corporate and politic of the State of Maryland

Date:

BY: CLAYTON R. BLACK, CHIEF
BUREAU OF DEVELOPMENT REVIEW

Approved for legal sufficiency:

THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney, or by a party to this instrument.

PWA No. _____

Tax Account No.

date:

RETURN TO: Department of the County Attorney, 225 N. Center Street, Westminster, MD 21157