

PRIVATE STORMWATER MANAGEMENT NATURAL AREA CONSERVATION EASEMENT
INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT

This Stormwater Management Conservation Area Easement Inspection and Maintenance Agreement is made this ____ day of _____, 20____, by and between _____, hereinafter referred to as the "Grantor", owner(s) of the property located at:

hereinafter referred to as the "Subject Property", and the County Commissioners of Charles County, Maryland, a public body corporate and politic, organized under the laws of the State of Maryland, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Charles County, Maryland, more particularly described in Exhibit A attached hereto (Subject Property); and

WHEREAS, Grantor desires to establish the Subject Property as a Stormwater Management Natural Area Conservation Easement to conserve and protect the natural area thereby retaining the pre development hydrologic characteristics in order to manage the quality of stormwater runoff draining to the area;

WHEREAS, Grantor desires this Stormwater Management Natural Area Conservation Easement to run with the Subject Property in perpetuity and bind future owners thereof;

WHEREAS, Grantor desires and intends to convey to the County the right to preserve and protect the natural, forestry, environmental, rural, woodland, wetland, hydrologic, stormwater management values of the Subject Property in perpetuity.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants and conveys to the County a Stormwater Management Natural Area Conservation Easement in perpetuity over the Subject Property, of the nature and character to the extent set forth ("Easement").

1. The Grantor, their successors, heirs and assigns, covenant and agree to preserve the Subject property in its natural state and agree to protect the natural, forestry, environmental, rural, woodland, wetland, hydrologic, stormwater management values of the Subject Property, thus providing for all required maintenance and protection of the Subject Property, in perpetuity.
2. It is the objective and over-riding concern of the Grantor and the County to allow the Subject Property to remain in its natural state, thereby protecting the natural, forestry, environmental, rural, woodland, wetland, hydrologic, stormwater management values of the Subject Property. Removal, destruction and harvesting of trees, shrubs or other naturally occurring vegetation are prohibited except for:

- a. Removal, destruction, or harvesting of non-native invasive species.
- b. Removal of diseased or infested trees, only if a State Forester certifies, and the County agrees, that these trees pose a substantial threat to the integrity of the forest as a whole;
- c. Removal of hazardous trees or limbs to prevent personal injury or property damage; and
- d. Silvicultural practices that will enhance forest health and wildlife habitat, with the approval of the County and in consultation with a Qualified Professional.

The Grantor shall notify the County in writing prior to the removal, destruction and harvesting of trees, shrubs or other vegetation and comply with the requirements herein. Fertilizer, pesticides, herbicides or other chemicals cannot be used within the Subject Property without prior written approval from the County. Any removal, destruction and harvesting of trees, shrubs or other vegetation shall only occur with prior written approval and concurrence of the County, in the County's sole discretion and at no expense to the County.

"Harvesting" is hereby defined as the severing of the tree from its stump.

3. Posting of advertisement, including signs and or billboards, is not permissible.
4. Disposal of waste materials, manmade or otherwise, is not permissible.
5. The property shall not be used, without prior written approval from the County, as a site for any major public utility installation, including but not solely limited to electric generating stations, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges.
6. No right of access by the general public to any portion of the Subject Property is conveyed by this easement. The easement neither restricts nor enlarges access to the general public in common open space held under community or homeowner association control, beyond any access rights specific to the applicable community or homeowner association covenants and bylaws.
7. The County is conveyed the right to preserve and protect the conservation values of the Subject property, the right to enter upon the Subject Property for the purpose of monitoring compliance with and otherwise enforce the terms of this Easement , and the right to prevent any activity on or use of the Subject Property that is inconsistent with the terms of this Easement and to require through whatever means the County deems appropriate the restoration of the Subject property that may be damaged by any inconsistent activity or use.
8. Upon receipt of notice from the County that the Grantor is in violation of any terms of this Easement or that a violation is threatened, the County shall give written notice to the Grantor of such violation and demand corrective action sufficient to remedy the violation. However, if the County, in its sole discretion, determines that

circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Subject Property, the County may pursue its remedies under this paragraph without prior notice to the Grantor. Otherwise the Grantor shall remedy the violation to the satisfaction of the County within thirty (30) days of the notice or any reasonable time as determined by the County. If adequate remedy is not attained within any specified time period the County is granted discretion to perform all necessary work to remedy such that the terms of this Easement are satisfied, and the Grantor shall be assessed for the cost of the work plus any inspection, administrative or other costs incurred by the County. If not paid within thirty (30) days, the assessment shall create a lien on the Subject Property and may be included in the tax bill for the Subject property, and collected as taxes by the County. The County shall retain the option to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values of the Subject Property. Grantor agrees to pay for Court costs and attorneys' fees if the County prevails any judicial proceedings. No delay or omission by the County in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppels, or prescription.

9. The Grantor shall indemnify and save the County from any and all claims for damages to persons or property arising from the construction, maintenance, inspection, monitoring and use of the Subject Property. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including, without limitation, the payment of taxes on the Subject Property.
10. The Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or any portion of the Subject Property, including without limitation, a leasehold interest no fewer than twenty (20) days prior to the date of such transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its ability to enforce in any way.
11. The General provisions of this Easement are as follows:
 - a. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Maryland.
 - b. **Liberal Construction.** Any general rule of the construction, contrary of, and notwithstanding this Easement, shall be liberally construed in favor of the grant to affect the purpose of the Easement. If any provision of this instrument is found ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - c. **Severability.** If any provision of this Easement, or the application thereof to

any person or circumstance, if found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those to which it is found invalid, as the case may be, shall not be affected thereby.

- d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement.
- e. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Subject Property.

TO HAVE AND TO HOLD unto the County, its successors, and assigns forever.

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

GRANTOR:

Witness

By: _____(Seal)

Witness

By: _____(Seal)

State of Maryland, _____ County, 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 _____ known to me (or satisfactory proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence and sealed the same.

WITNESS my hand and Notarial Seal. _____(Seal)
Notary Public

My Commission Expires: _____

ACCEPTED BY CHARLES COUNTY:

COUNTY COMMISSIONERS OF
CHARLES COUNTY

Attest:

By: _____(Seal)

President

State of Maryland, Charles County, 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 _____ known to me (or satisfactory proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence and sealed the same.

WITNESS my hand and Notarial Seal. _____(Seal)
Notary Public

My Commission Expires: _____