

**FOREST CONSERVATION EASEMENT
INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT**

THIS CONSERVATION EASEMENT is made on this _____ day of _____, 20____, by _____ ("Grantor") in favor of the County Commissioners of Charles County, Maryland, a body corporate and politic ("County").

WHEREAS, Grantor owns property identified as Tax Map _____, Grid, _____, Parcel _____, Lot, _____, Section _____, acquired by a Deed recorded among the Land Records of Charles County, Maryland at Liber _____, Folio _____, and as described on Plats recorded among the Land Records of Charles County, Maryland at Plat Book _____, Page _____, located in the _____ Election District of Charles County, Maryland (the Property).

WHEREAS, Grantor desires to establish within the Property a Forest Conservation Area totaling _____ acres (_____ square feet) as shown on the approved Final Forest Conservation Plan (FC ____ - ____), and as further described on a Plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____; (hereinafter referred to collectively as the "Forest Conservation Area").

WHEREAS, Grantor desires this Forest Conservation Area to run with the Property and bind future owners thereof.

WHEREAS, Grantor desires and intends preserve forest by preventing tree removal and to convey to the County the right to preserve and protect the conservation values of the Forest Conservation Area in perpetuity.

WHEREAS, the County agrees, by accepting this grant, to preserve and protect in perpetuity the conservation values of the Forest Conservation Area for the benefit of this generation and the generations to come, in accordance with the terms stated below.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants and conveys to the County a conservation easement in perpetuity over the Property, as more particularly described on a Plat recorded among the Land Records of Charles County, Maryland in Plat Book _____, Page(s) _____, of the nature and character and to the extent hereinafter set forth (hereinafter referred to as the "Easement").

1. The Grantor, its successors, heirs and assigns, covenants and agrees to preserve and protect the conservation values, thus providing for all planting, maintenance, and protection, of the Forest Conservation Area, in perpetuity, to ensure that the Property is and remains in compliance with the approved Forest Conservation Plan Number FC ____ - ____ , on file with the Charles County Department of Planning and Growth Management, Division of Planning, and all applicable standards, rules, regulations, and laws.

2. Removal of trees or other plant materials within one hundred (100) feet of perennial, intermittent and ephemeral streams, including all area designated as Resource Protection Overlay Zone (RPZ), shall be limited to exotic and invasive species. Such removal shall avoid causing conditions of erosion and any other adverse effects to natural slope stability, and enhancement of stability through the planting of native plant species unique to site conditions is encouraged.
3. Unless otherwise provided, the person(s) or entity having legal title to the particular section of property where any Forest Conservation Easement Area is located, as established on the Final Forest Conservation Plan, is responsible for the maintenance and protection of that area. In the event a Forest Conservation Easement Area is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro rata share of any maintenance.
4. No right of access by the general public to any portion of the 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/or bylaws.
5. The County is conveyed the right to preserve and protect the conservation values of the Forest Conservation Area, the right to enter upon the Property containing the Forest Conservation Area at reasonable times 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 Forest Conservation Area that is inconsistent with the terms of this Easement and to require the restoration of features within the Forest Conservation Area that may be damaged by any inconsistent activity or use.
6. 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 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 Forest Conservation Area, the County may pursue its remedies under this paragraph without prior notice to Grantor. Otherwise, Grantor or other responsible party shall remedy the violation, as directed by the County, within thirty (30) days. If adequate remedy is not attained within thirty (30) days, the County is granted discretion to perform all the necessary work to remedy such that the terms of this Easement are satisfied, and the Owner(s) of the Property(s) containing the Forest Conservation Area shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the property and may be included in the tax bill for the Property containing the Forest Conservation Area 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 Forest Conservation Area. Grantor agrees to

pay for Court costs and reasonable 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 Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription.

7. The Grantor shall indemnify and hold harmless the County from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the Property. 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 Property.
8. Limited clearing of trees and other plant materials may occur in conjunction with horticultural practices normally used to maintain or improve forest health, or in conjunction with hiking and interpretive trail development. Removal of exotic or invasive species is permitted and encouraged, and diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage. Non-native, or exotic species of plants, are plants that establish artificially in locations other than the known historical range of the particular species, typically transported from other continents or regions. Invasive plant species grow rapidly over large areas, typically displacing other less invasive native species. Damage to any remaining trees and other plant materials, resulting from said clearing, shall be avoided to the maximum extent feasible, and remaining trees six (6) inches or greater in diameter at four and one-half (4.5) feet above the ground shall be protected from any damage whatsoever.
9. Non-commercial and commercial timber harvesting may occur, provided a State approved or recommended Forest Management Plan is approved by the Charles County Zoning Officer, as a revision to the Final Forest Conservation Plan. In addition, the specific area of timber harvest activities shall be subject to a Timber Harvest Plan, prepared by a State-Licensed Forester, consistent with the intent of the Forest Management Plan and the intent and requirements of the Forest Conservation Plan. Clearing of trees or other plant materials, in conjunction with timber harvesting, shall not exceed the 'Forest Threshold Density' of no less than one hundred (100) trees per acre, with at least fifty (50) percent of those remaining protected trees having a two (2) inch or greater diameter at four and one-half (4.5) feet above the ground. Native saplings and seedlings shall be protected, to the extent feasible, particularly in Forest Conservation Easement Areas where the density of trees is less than the Forest Threshold Density.
10. Accessory appurtenances to a dwelling unit are permissible, including but not limited to play equipment, dog houses and pens, fences, and sheds, providing that such structures do not individually occupy an area greater than one hundred (100) square feet, do not cause damage to the forested area, and provided associated construction and maintenance is performed in compliance with all parts of this easement.
11. Mowing may occur if performed in compliance with paragraphs 7 and 8 above but may not occur within one hundred (100) feet of streams and within the RPZ as referred to above in paragraph 9 above.

12. Posting of advertisements, including signs or billboards, is not permissible.
13. Disposal of waste materials, man-made or otherwise, including but not limited to construction debris, appliances, watercraft and motor vehicles, is not permissible. Dumping of organic material, such as ashes, sawdust, leaves, or grass clippings, shall be limited to placement in a properly located, designed, and maintained compost pile, and shall not result in damage to the forested area, subject to approval by the Zoning Officer.
14. The Forest Conservation Area shall not be used as a site for any major public utility installation, including but not limited to electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges, except with variance approval as per Article XV of the Charles County Forest Conservation Ordinance. Permitted facilities shall be located to limit loss of trees, or damage to trees, to the maximum extent feasible.
15. 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 a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the County of the transfer of any interest no fewer than twenty (20) days prior to the date of such transfer. The failure of 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.

16. 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 construction to the contrary of, and notwithstanding this Easement, shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be 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, is 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 as to which it is found to be 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 Property.

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

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

GRANTOR:

_____ (SEAL)

STATE OF _____, COUNTY OF _____, TO WIT:

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to within the instrument and acknowledges that he/she executed the foregoing document for the purposes and in the stated capacity therein contained.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Additional Signatures on the Following Page

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Approved for Acceptance:

Director
Planning and Growth Management

Approved as to Legal Sufficiency:

County Attorney

ATTEST:

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

(SEAL)

President