

**Attachment B**

**NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.**

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (“Easement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (“Grantor(s)”) and THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND, 225 North Center Street, Westminster, Maryland 21157, a body corporate and politic of the State of Maryland, Grantee (“County”).

WITNESSETH

WHEREAS, Section 150.06 of the Code of Public Local Laws and Ordinances of Carroll County authorizes the County to purchase agricultural preservation easements for the purpose of preserving and conserving agricultural land, woodland, and open space;

WHEREAS, Grantor(s) owns in fee simple \_\_\_\_\_ acres, more or less, of certain real property ("Property") situate, lying and being in Carroll County, Maryland, and more particularly described in Exhibit A, attached hereto, which was conveyed to Grantor(s) by \_\_\_\_\_, by deed dated \_\_\_\_\_ and recorded among the Land Records of Carroll County on \_\_\_\_\_ in Liber \_\_\_\_\_, Folio \_\_\_\_\_ &c;

WHEREAS, Grantor(s) is/are willing to grant a perpetual Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Easement for the purposes hereinafter set forth, and County is willing to accept such Easement;

WHEREAS, Grantor(s) and County have identified significant conservation values in Exhibit B, attached hereto, and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, environmental, scenic, cultural, rural, 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.

NOW, THEREFORE, in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) 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, Grantor(s) unconditionally and irrevocably hereby grants and conveys unto County, its successors and assigns, forever and in perpetuity an Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

The Purpose of this Easement is to conserve and preserve the significant conservation values in Exhibit B, attached hereto, and 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 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 County against Grantor(s) and its/their respective personal representatives, heirs, successors and assigns.

#### ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

##### A. Industrial or Commercial Activities on the Property

Activities other than Agriculture (as that term is defined below) and residential uses are prohibited on the Property, except for (1) small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop and a seed and mineral shop); and (3) the processing and sale to the public of Agricultural products produced on the Property.

“Agriculture” (or “Agricultural” as the context requires) means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquaculture. This includes the related activities of tillage, fertilization, pest control and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses and poultry.

##### B. Construction and Improvements

Buildings, means of access and other structures are prohibited on the Property, except as follows:

(1) The Property contains \_\_\_ ( ) existing principal dwelling(s). Grantor(s) reserves for himself/herself/themselves and any future owner the right to replace the \_\_\_ ( ) existing principal dwelling in the same location as it currently exists or in another location with prior written approval by County, which shall not be unreasonably withheld. Grantor(s) also

reserve(s) for himself/herself/themselves and any future owner the right to construct \_\_\_ (\_\_) additional principal dwelling(s) on the Property so long as (i) no more than one (1) principal dwelling is located on each separate parcel permitted per Article II.C and (ii) the location of the principal dwelling(s) receive prior written approval of County. The total number of principal dwellings on the Property shall never exceed \_\_\_ (\_\_). The principal dwelling(s) shall only be used as a single-family dwelling and may not be divided, partitioned or subdivided from the Property. This Easement does not abrogate any of the Carroll County Zoning or Subdivision Regulations.

(2) [Optional] The Property contains \_\_\_\_\_ (\_\_) existing accessory dwelling(s). Grantor(s) reserve(s) for himself/herself/themselves and any future owner the right to replace the \_\_\_\_\_ (\_\_) existing accessory dwelling(s) in the same location as they currently exist or in other locations with prior written approval by County, which shall not be unreasonably withheld. The total number of accessory dwellings on the Property shall never exceed \_\_\_(\_\_). The accessory dwellings may not be divided, partitioned or subdivided from the Property. This Easement does not abrogate any of the Carroll County Zoning or Subdivision Regulations.

IF TO ALLOW A FUTURE ACCESSORY DWELLING WHERE NONE EXIST:

Grantor(s) also reserve(s) for himself/herself/themselves and any future owner the right to construct \_\_\_ (\_\_) additional accessory dwelling(s) on the Property so long as: (i) no more than one (1) accessory dwelling is located on each separate Lot permitted per Article II.C. and (ii) the location of the accessory dwelling(s) are given prior written approval by County. The total number of accessory dwellings on the Property shall never exceed \_\_\_(\_\_). The accessory dwellings may not be divided, partitioned or subdivided from the Property. This Easement does not abrogate any of the Carroll County Zoning or Subdivision Regulations.

IF TO ALLOW A FUTURE ACCESSORY DWELLING WHERE NONE EXIST AND WITH A SIZE LIMIT: [This is a DNR model that includes measurement, which is optional.]

(--) Grantors reserve for themselves and any future owner the right to construct one (1) accessory dwelling on the Property so long as: (i) the location of the accessory dwelling and its access is given prior written approval by County; (ii) the accessory dwelling does not exceed a gross floor area of one thousand five hundred (1,500) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding basements, attics and unenclosed decks; and (iii) the curtilage of the accessory dwelling does not exceed one-half acre. The total number of accessory dwellings on the Property shall never exceed one (1). The accessory dwelling may not be divided, partitioned or subdivided from the Property. This Easement does not abrogate any of the Carroll County Zoning or Subdivision Regulations. (Added 4-26-18 by DB)

(3) Non-residential structures designed, constructed and utilized for the purpose of serving the principal dwelling (for example, garage, well house, swimming pool, and pier);

(4) Non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property; and

(5) Reasonable means of access to all permitted uses and structures.

Grantor(s) shall notify County at least sixty (60) days prior to submitting any required permit applications for 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 structure, the location of any replacement residential structure if different from the location of the replaced 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 County. The total of all impervious coverage area for buildings, means of access and other structures shall not exceed two percent (2%) of the Property.

C. Divisions or Subdivisions of the Property

[Option 1:] The division, partition or subdivision (“Division”) of the Property, for any purpose, is prohibited except as provided below. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted unless Grantees in their sole discretion determine that such consolidation or boundary adjustment enhances the purposes and mission of this conservation easement.

[Option 2:] The division, partition or subdivision (“Division”) of the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted unless Grantees in their sole discretion determine that such consolidation or boundary adjustment serves the purposes and mission of this conservation easement.

[If using Option 1:]

Notwithstanding the above paragraph, upon sixty (60) days written notice to County, Grantor(s) may:

Divide or subdivide from the Property \_\_\_\_ (\_\_) residential lot (“Lot”), which may be separately owned, so long as (i) the size of such Lot does not exceed two acres, (ii) the location of the Lot is given prior written approval by County. The Lot(s) must comply with all current County regulations. This Easement does not abrogate any of the Carroll County Zoning or Subdivision Regulations.

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Easement, Grantor(s) hereby grant(s) to County all development rights 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. Grantor(s) further agree(s) that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential or commercial uses of another property, except as hereafter provided.

E. Dumping, Placement or Storage of Materials

Except as described herein, 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, or vehicles, appliances, or machinery that have been abandoned or otherwise rendered unusable. In accordance with customary agricultural practices, Grantors may: (1) place or store soil, rock, other earth materials, vegetative matter, compost and legally permitted pesticides and fertilizers for Agricultural use if customarily and regularly used for the type of Agricultural use in operation on the property so long as any storage containers are in good and serviceable condition until empty or unused, at which time disposal must take place according to best practices; (2) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B.; (3) place materials for wildlife habitat with the approval of County; and (4) place or store materials in the interior of permitted structures, provided that these materials shall not be placed or stored on buffers (as described in Article II.I.) or within fifty (50) feet of any stream or other water body and that the permitted structures are in such a condition that will protect materials from deterioration.

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of soils, gravel, rock, sand, coal and petroleum. Excavation and removal of topsoil is prohibited except, when reasonably necessary, for (1) construction of agricultural buildings for livestock housing or storage for crops or equipment; (2) for permitted home sites and means of access as provided in Article II.B. (3) when reasonably necessary for the purpose of combating erosion or flooding; (4) for wildlife habitat construction, such as ponds or wetlands, with approval of County, provided that soils or other materials are not placed or stored upon stream buffer strips unless in the course of habitat creation or stream restoration activities (as described in Article II.I.).

G. Wetlands

“Wetlands” means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

H. Forest Stewardship Plan

Within two (2) years of the Date of this Easement, and prior to any timber harvest, Grantor(s) shall have a Forest Stewardship Plan (the “Plan”) for the Woodland Areas of the Property (as hereinafter defined) prepared by a licensed, registered forester, with the primary objective as timber production and a secondary objective as soil conservation and water protection. At a minimum, the Plan 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) including any features identified in this Easement;

(2) a vegetation map, a soils map and a topographic map;

(3) an access plan for the Property, including all areas to be commercially managed;

*NAME- Deed of Conservation Easement – \_\_\_ acres - Address*

- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (which leave or provide cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

“Woodland Areas” is hereby defined as land County determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, except as stated herein, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs, grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor(s) and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland* (the “Guidelines”), prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. No forest harvest may occur without a Forest Stewardship Plan and the Plan and any forest harvest must also be in compliance with Article II. I. Grantor shall be in full compliance with the Plan within three (3) years of the date of the Plan. Exceptions may be considered by County on a case by case basis. Grantor(s) shall provide a copy of the Plan and any revisions to the Plan to County.

#### I. Stream Buffer Strips

The provisions described below are effective as of the date of this Conservation Easement if the Property is not enrolled in a Conservation Reserve Enhancement Program (CREP) contract (“CREP Contract”) between a federal agency and Grantors as of said date. If the Property is enrolled in a CREP Contract as of said date, the provisions described below are effective upon the earlier to occur of either (i) termination of a preexisting CREP Contract or (ii) after the CREP Contract expires, which cannot be more than 21 years from the date of this Conservation Easement.

In the area within \_\_\_\_\_ (\_\_\_\_) feet of both sides of the streams (“Streams”) delineated as *Tributaries of \_\_\_\_\_* in Exhibit E, Grantors shall allow stream buffer strips to naturally revegetate or be planted with species native to Maryland, and once established, shall retain the fully vegetated buffers (“Stream Buffers”) in perpetuity. Grantors shall begin establishment of the Stream Buffers within two (2) years of the date of this Conservation Easement, or where applicable, within two (2) years after the termination or expiration of a preexisting CREP Contract in accordance with the terms of the first paragraph of this Article. In the Stream Buffers, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs, grasses or other vegetation (collectively, “Vegetation”). Vegetation that is invasive, infested or diseased may be removed only if removal can be accomplished without the use of vehicles or equipment that disturb or compact the soil within the Stream Buffer. Furthermore, establishment and maintenance of the Stream Buffers shall be in accordance with the Maryland CREP Technical Handbook and Maryland Conservation Practice Standard Code 327 (Conservation Cover) and Code 391 (Riparian Forest

Buffer) contained in Section IV. of the Maryland Natural Resources Conservation Service (NRCS) Field Office Technical Guide, viz.:

(1) Only trees and shrubs on NRCS' list of approved species shall be planted. Trees and shrubs on NRCS' prohibited plants list are not to be planted under any circumstances.

(2) Noxious weeds must be controlled as required by state law.

(3) Biological control of undesirable plant species and pests (e.g., using predator or parasitic species), shall be implemented where available and feasible. Undesirable plants may be controlled by pulling, mowing, or spraying with selective herbicides, but only in a manner that desirable plants are not destroyed unnecessarily. Any use of fertilizers, mechanical treatments, prescribed burning, pesticides and other chemicals to assure buffer function shall not compromise the intended purpose.

(4) Mowing, burning, spraying, or otherwise disturbing the cover during the primary nesting season of wildlife from April 15 through August 15 is prohibited. However, during the establishment of the Stream Buffers, mowing may be needed during the nesting season to reduce heavy competition from annual weeds.

The minimum width of the Stream Buffers shall be \_\_\_\_\_ (\_\_\_) feet (or larger as required by applicable law) at all times along both sides of Streams, except as may be reasonably necessary for (1) erosion control; (2) access for hunting, fishing, hiking, or recreational water uses; (3) (subject to Article II.B.) access to the water or the Property on the other side of Streams; or (4) stream restoration approved by County.

#### J. Total Resource Management Plan

Within two (2) years of the Date of this Easement, Grantors shall have a Total Resource Management Plan ("TRMP") prepared and approved by the local Soil Conservation District. The objective of the TRMP shall be to implement sustainable use and sound management of soil, water, air, plant and animal resources on the Property. The TRMP shall emphasize the development of a Resource Management System ("RMS"). The RMS shall be a combination of conservation practices and resource management for the treatment of all identified resource concerns for soil, water, air, plants and animals that meets or exceeds the quality criteria in the Natural Resource Conservation Service Field Office Technical Guide ("Guide") for resource sustainability or any comparable provisions of any guide or regulations which may replace the Guide in the future or as it may be amended from time to time. Revisions to the TRMP, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the TRMP within ten (10) years of the date of this Easement. Exceptions may be considered by County on a case by case basis. Grantors shall provide a copy of the TRMP and any revisions to the TRMP to County.

#### K. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property except signs not exceeding thirty-two (32) square feet for each of the following purposes: (1) to state the name of the Property and the name and address of the

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occupant; (2) subject to approval of County, 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 County under this Easement and state and local environmental or game laws.

L. Rights of Third Parties to Use the Property

Grantor(s) may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this 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 Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Easement unless said right was subordinated to this Easement.) Notwithstanding the foregoing, third party rights to use the Property may be granted in connection with uses or structures permitted by the Terms herein (such as the granting of a utility easement to benefit a permitted residence).

M. Public Access

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

N. Reserved Rights

Except to the extent that prior written approval of County is required by any paragraph of this Article, all rights reserved by Grantor(s) or not prohibited by this Easement are considered to be consistent with the Terms of this Easement and require no prior notification or approval. If Grantors have any doubt as to whether a particular use of the Property is prohibited by the Terms of this Easement, Grantors may submit a written request to County for consideration and approval of such use.

### ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Easement by Grantor(s), County may, after reasonable notice to Grantor(s), pursue any or all 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 Easement.



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

B. Effect of Failure to Enforce

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

C. Right of Inspection

County and its respective employees and agents have the right, with reasonable notice to Grantor(s), to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether Grantor is complying with the Terms of this Easement. This right of inspection does not include access to the interior of buildings and structures.

#### ARTICLE IV. EXHIBITS

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

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of \_\_\_\_ ( ) page(s).

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of one (1) page.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Photographs of the Property With Numbered Descriptions of Photographs are kept on file at the principal offices of County and are fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit D consists of \_\_\_\_ ( ) page(s).

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices of County and is fully and completely incorporated into this Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto and made a part hereof. Exhibit F consists of one (1) page.

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

#### ARTICLE V. MISCELLANEOUS

*NAME- Deed of Conservation Easement - \_\_\_\_ acres - Address*

A. Notification by Grantor(s) of a Grant, Conveyance or Other Transfer

Grantor(s) shall notify County 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. Grantor(s) further agree(s) to make specific reference to this 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. Grantor(s) shall provide a copy of this 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 Grantor

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor(s) would be a violation of a Term of this Easement, Grantor(s) shall: (i) if said law requires a specific act without any discretion on the part of Grantor(s), comply with said law and give County written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor(s) begin to comply; or (ii) if said law leaves to Grantor's discretion 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 Grantor(s) and County

Any notices required to be given by a party hereto pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as a party may establish in writing on notification to all other parties hereto.

If to Grantor(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And  
If to County: County Commissioners of Carroll County, Maryland, 225 North Center Street, Westminster, Maryland, 21157, and to such other addresses as County may establish in writing on notification to Grantor.

D. Approval of County

In any case where the Terms of this Easement require the approval of County, such approval shall be requested by written notice to County and shall not be unreasonably withheld. Such approval shall be deemed given unless within sixty (60) days after County has received notice, County has mailed notice to Grantors of disapproval and the reason(s) therefore. Unless County's approval is deemed given in accordance with the prior sentence, any approval shall be written. County will take into account the Terms and purposes of this Easement in determining

whether to give such approval, but its decision shall be final and in its sole discretion. In the event of a conflict between this paragraph and Term requiring approval, the Term requiring approval shall prevail.

E. Assignment by County and Effect of Dissolution of County

So long as a government agency continues to hold title to this Easement, County may assign, upon prior written notice to Grantor(s), its rights under this 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 Easement will be maintained, and, if any such assignee shall be dissolved or shall abandon this Easement or the rights and duties of enforcement herein set forth, the Easement and rights of enforcement shall revert to County. No assignment may be made by County of its rights under this Easement unless County, as a condition of such assignment, requires the assignee to carry out the conservation purposes of this Easement.

F. County Holds for Conservation Purposes

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

G. Amendment

This Easement may only be amended by a written document that is executed by Grantor(s) and County, and recorded among the land records of Carroll County, provided that any amendment shall not be inconsistent with the purpose of this Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of County, the amendment as a whole strengthens the conservation purpose and Terms of this Easement.

H. Mortgages and Deeds of Trust

Grantor(s) hereby certifies/certify there are no mortgages or deeds of trust affecting the Property.

Or

Grantors and Grantees agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of County under this Easement. 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 Easement, and each mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Easement, by signing a subordination agreement which shall be recorded among the Land Records of Carroll County, Maryland at the time of recording of this Easement.

I. Condemnation

*NAME- Deed of Conservation Easement – \_\_\_ acres - Address*

By acceptance of this Easement by County, the use of the Property as restricted for Agricultural, 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 Easement, or this Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor(s) and County 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.

J. Construction

This Easement shall be construed pursuant to the purpose of this Easement, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, the purposes of Chapter 150 of the Code of Public Local Laws and Ordinances of Carroll County, and to the laws of the State of Maryland and Carroll County generally.

K. Effect of Laws and Other Restrictions on the Property

The Terms of this 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.

L. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any Term is found to be invalid, the remainder of the Terms of this 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.

M. Successors

The terms "Grantor" and "County" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns and the above-named County and successors and assigns.

N. Recordation

County shall record this instrument for County and Grantor(s) in a timely fashion among the Land Records of Carroll County, Maryland, and County may re-record it at any time as may be required to preserve its rights under this Easement.

O. Real Property Taxes

Except to the extent provided for by state or local law, nothing herein contained shall relieve Grantor(s) of the obligation to pay taxes in connection with the ownership or transfer of the Property.

P. Captions

The captions in this 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 Easement.

Q. Authorization

Grantor(s) authorize(s) the Soil Conservation District and any other entities or government agencies to release to County 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 Easement.

R. Environmental Warranty

Grantor(s) warrant(s) having no actual knowledge of any release or threatened release of hazardous substances, hazardous wastes, toxic or hazardous material, pollutants, or contaminants on the Property, as such substances, wastes, and materials are defined by applicable federal, state, and local Environmental Laws. For purposes of this Easement, the term "Environmental Laws" shall mean all federal, state, and local laws, including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements relating to hazardous substances, hazardous waste, toxic, or hazardous material, pollutants or contaminants, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; and the Clean Water Act, 33 U.S.C. § 1251 et seq. County, in purchasing this Easement and related interests described herein, assumes no affirmative obligations whatsoever for the management, supervision, or control of the Property or of any of the activities or day-to-day operations on the Property. Grantor(s) shall be exclusively responsible to pay for or to perform all claims, costs, expenses, fines, penalties, fees, sanctions, investigations, cleanup, restoration, or response or corrective action under applicable Environmental Laws arising from or out of any such release or threatened release of hazardous substances, hazardous wastes, toxic or hazardous material, pollutants, or contaminants on the Property.

S. Indemnification

Grantor(s) shall indemnify and hold harmless County, its employees, agents, assigns, and successors for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal) to which County may be subject or incur relating to the Property, including but not limited to negligent acts, the breach by Grantor(s) of any representation, warranty, covenant, or

agreements contained in this Easement, violations of any federal, state, or local laws, including all Environmental Laws, and liability associated with the use or misuse, handling or mishandling, storage, spillage, discharge, seepage into surface or ground water, or release or threatened release of hazardous substances, hazardous wastes, toxic or hazardous material, pollutants, or contaminants.

TO HAVE AND TO HOLD unto the COMMISSIONERS OF CARROLL COUNTY, MARYLAND, a body corporate and politic 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 Grantor(s), its/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 Grantor(s) hereby covenant(s) that he/she/they has/have not done or suffered to be done any act, matter of thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

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

GRANTOR(S):

\_\_\_\_\_(SEAL)  
Name

\_\_\_\_\_(SEAL)  
Name

STATE OF MARYLAND, COUNTY of \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2019, before me the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be a Grantor(s) of the foregoing Deed of Conservation Easement and acknowledged that he/she 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: \_\_\_\_\_

NAME- Deed of Conservation Easement – \_\_\_ acres - Address

GRANTEES:

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

Approved for legal sufficiency:

\_\_\_\_\_  
Timothy C. Burke  
County Attorney

By: \_\_\_\_\_ (SEAL)  
Roberta J. Windham, County Administrator

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.

\_\_\_\_\_  
Timothy C. Burke  
County Attorney

**PLEASE RETURN TO:  
COUNTY ATTORNEY'S OFFICE  
225 NORTH CENTER STREET  
WESTMINSTER MD 21157**