

STORMWATER MANAGEMENT CONSERVATION AREA DEED OF EASEMENT

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

WHEREAS, Grantor owns land which Grantor has expressed an intent to subdivide or otherwise develop; and

WHEREAS, Grantor's land includes stormwater management conservation areas to be permanently protected pursuant to Stormwater Management, of the Code of Public Local Laws and Ordinances of Carroll County; and

WHEREAS, Grantor is required to agree to the permanent preservation of the stormwater management conservation areas and their natural vegetation as open space, as a condition of Grantor's authorization to develop; and

WHEREAS, Beneficiary has secured a loan to Grantor on property which wholly or in part is set forth on a Subdivision Plat entitled “_____” 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 entitled “_____” 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, Beneficiary and Mortgagee, join for the purpose of assenting to this document and by such joinder agree to subject any sales of the Lots 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, Beneficiary and Mortgagee, do\does hereby grant, release and confirm, unto Grantee, a **stormwater management conservation easement** in, on, over and under so much of Grantor's property as is shown on a Plat entitled " _____", and identified thereon as "**Stormwater Management Conservation 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.

FYI – if one of the parties are deceased add:

The said _____ having since departed this life and land having vested in severalty in _____, his/her wife/husband. Use only if property was taken as tenants by the entirety. If it was taken otherwise, consult attorney for proper wording.

AND the Grantor covenants with the Grantee to do and refrain from doing upon the above described land all and any of the various acts set forth below, it being the intention of the parties that the land shall be preserved in a condition which acts to provide stormwater quality management. 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 lots burdened by this easement shall assume the position of "Grantor" for the purposes of this easement at the time of sale.

AND the parties further covenant and agree as follows:

1. This easement is being provided to qualify the area for a sheet flow to conservation area credit in accordance with Chapter 5.0 Stormwater Credits for Innovative Site Planning of the 2000 Maryland Stormwater Design Manual Volumes I and II (as may be amended from time to time) for compliance with Stormwater Management of the Code of Public Local Laws and Ordinances of Carroll County. The following conditions apply:
 - a. The stormwater management conservation area limits shall be as shown on the plat or exhibit drawing accompanying the easement documents
 - b. Runoff shall enter the stormwater management conservation area as sheet flow. Either the average contributing overland slope shall be 5.0% or less, or a level spreading device shall be constructed as shown on the plans and included in the stormwater management conservation area limits.
 - c. Stormwater management conservation areas shall remain unmanaged other than routine debris removal.
 - d. The natural vegetation shall be managed in a meadow or forest condition.
 - e. The boundaries of the easement shall be clearly marked and delineated on the property as approved by the Grantee.

2. 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. Composting or broadcast spreading of yard waste.
 - d. Storing, maintaining, or operating motorized vehicles except on designated roadways and driveways or for emergency use and maintenance; except as otherwise authorized herein.
 - e. Housing or otherwise maintaining domestic animals to include activities involving the construction of kennels, stables, or barns; disposal of manure; grazing of livestock which would result in the destruction of natural vegetation and soil disturbance; or any other activity which would result in the destruction of vegetation and exposure of soil to erosion.
 - f. Burning of vegetation.

3. That except as noted, the following structures, practices and activities are permitted within the easement::
 - a. Stream restoration projects and activities.
 - b. Scientific studies including water quality monitoring and stream gauging.
 - c. Allowing forests to naturally regenerate or planting fields with trees. Reforestation projects should be undertaken with the advice and guidance of the Maryland Departments of Natural Resources and Agriculture and conducted pursuant to the Carroll County Forest Conservation Ordinance and subsequent revisions.
 - d. Maintaining the easement in a dense and vigorous cover of non-lawn vegetation which may be mowed or harvested no more than twice a year to a height of no less than six inches. Control of noxious weeds and multiflora rose is permitted as long as soil exposed by the treatment process is immediately stabilized.

4. That any activity within the easement shall be conducted to minimize disturbance of 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.

5. That any activity or use not specifically prohibited or authorized must be submitted to the Grantee for review. Unless approved by the Grantee, the activity is prohibited.

6. That the Grantor shall not violate any applicable federal, state, and local laws. When the provisions of this easement conflict with other laws, regulations, policies or easements, including but not limited to water resource or floodplain protection easements, the more restrictive shall apply.