

BALTIMORE COUNTY

Department of Permits, Approvals and Inspections

Real Estate Compliance

Right of Way Manual

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Deed Submittals Must Have:

- Checklist for Deed Packages – Must be completed and submitted with all deed packages (effective 1/31/09).
 - Project Name
 - Identify project as a Major or Minor Subdivision.
 - Job Order Number (XXX-XXXX-XXXX)
 - Completed State of Maryland Land Instrument Intake Sheets.
 - Intake sheets are needed for every deed that is to be recorded.
 - Sections 6 through 10 must be completed.
 - An original Attorney Certification
 - No more than 30 days old (expires in 60 days).
 - The online manual is the “2007” edition.
 - An original Certification
 - Signed, Sealed and Dated.
 - Original Mylars (if applicable)
 - Mylar must be 8.5”X14”, signed, sealed and dated.
 - Partial Releases for fee simple deeds and Substitute Trustee documents must be recorded prior to submittal where applicable.
 - Land Acquisition does not record these documents.
- ❖ **IMPORTANT:** If any of these items do not accompany your Deed Submittal it will be rejected and returned.

Baltimore County Department of Permits, Approvals and Inspections
Real Estate Compliance
111 W. Chesapeake Ave., Room 319
410-887-3253

CHECKLIST FOR DEED PACKAGES

- _____ One full size print of record plat, plat to be recorded or minor subdivision plan as applicable.
- _____ Original (wet signature) Attorney Certification dated well within 60 days of submittal and formatted exactly as one of the two examples in the “Right of Way Documents Manual” with insurance policy information (company, policy# and amounts) stated.
- _____ Original (wet signature) Engineer’s or Surveyor’s Certification, as appropriate, with insurance policy information (company, policy# and amounts) stated. Record plats must be listed. We will fill in the assigned Right of Way plat numbers.
- _____ Job Order number—This is not the PWA# nor the PAI#. Development Plans Review can usually supply the number if the Engineer does not have it.
- _____ Original mylars (using the approved Real Estate Compliance plat format) for each Right of Way plat. Mylars must be 8.5” X 14”, signed and sealed by the Engineer or Surveyor.
- _____ Original (wet signature) instruments fully signed, WITNESSED, and notarized.
- _____ Each instrument signed by the preparing attorney certifying that he/she is admitted to practice before the Maryland Court of Appeals.
- _____ Correctly completed intake sheets for each instrument including the property tax account number. The intake sheet is critical to the recording process; we CANNOT accept instruments without them.
- _____ Tax account numbers for each reservation on a record plat except roadbeds. However, highway widenings must include the tax account number for the property adjacent to the widening.
- _____ Correct County signature page on each instrument as per the manual. Fee deeds, declarations and deeds of release must have the longer “Approved for Legal Form and Sufficiency” (complete with fine print) and the approval line for the County Administrative Officer. Deed and Agreements, stormwater management deeds of declaration and deeds of easement need only “Reviewed for Baltimore County Requirements”, Office of the County Attorney. Please carefully follow the Manual format for each kind of instrument; the various Department Heads are not interchangeable and do not appear at all on dedications from Record Plats except for roadbeds and highway widenings.
- _____ Please be sure stormwater management reservations have come through their one-year maintenance period and are approved for acceptance by the Environmental Protection and Sustainability (EPS) before submitting a deed. Submitting a copy of EPS’s letter accepting the facility avoids a 15-day delay in processing.

see sheet 2

- _____ Please pay outstanding taxes on reservations, etc. We cannot record the deed no matter how small the amount.
- _____ All Partial Releases for fee simple deeds and Substitute Trustee documents must be recorded prior to deed package submittal. We do not record these documents.
- _____ PLEASE make an effort to submit a correct COMPLETE package. Delays and problems are substantially avoided. Submit packages to the Real Estate Compliance at the address referenced above.
- _____ Please be aware the instruments you submit IF they are completely correct and IF they do not need EPS's signature, will take at least 6 weeks to go to record. In addition, Land Records is two months behind providing reference numbers. If you plan to sell the property in the near future, we strongly suggest you Save and Except the rights of way dedicated in the package you submitted.

❖ **IMPORTANT**: Items not checked off on this list may lead to the rejection of the Deed Package.

Your time and cooperation are greatly appreciated.

Deed Package Information:

Project Name: _____

Job Order Number: _____ Major or Minor Sub?: _____

Contact Information:

Name & Title: _____

Company: _____

Address: _____ Phone #: _____

_____ Email: _____

Sign: _____ Date: _____

Deed Submittals Must Have:

- Checklist for Deed Packages – Must be completed and submitted with all deed packages (effective 1/31/09).
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 - Intake sheets are needed for every deed that is to be recorded.
 - Sections 6 through 10 must be completed.
 - An original Attorney Certification
 - No more than 30 days old (expires in 60 days).
 - The online manual is the “2007” edition.
 - An original Certification
 - Signed, Sealed and Dated.
 - Original Mylars (if applicable)
 - Mylar must be 8.5”X14”, signed, sealed and dated.
 - Partial Releases for fee simple deeds and Substitute Trustee documents must be recorded prior to submittal where applicable.
 - Land Acquisition does not record these documents.
- ❖ **IMPORTANT:** If any of these items do not accompany your Deed Submittal it will be rejected and returned.

Rev.12/8/08

ATTORNEY CERTIFICATION

SUBDIVISION/PROJECT NAME: _____

PUBLIC WORKS AGREEMENT NO: _____

CRG NO.: _____

FINAL DEVELOPMENT PLAN DATED: _____

FOR PROJECT KNOWN AS: _____

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: _____, issued by _____, insurer, with limits of liability of \$ _____. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments [list instruments] (the "Instrument") were prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, _____ edition.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

- a. Fee simple title of record is vested in _____ by virtue of a deed from _____ dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____.

- b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.
- c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.
- d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.
- b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
- c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
- d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the

undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: _____

(Name of law firm)

By: _____

(name of lawyer making certification)
a (principal)(partner) of the firm

or

(name of sole practitioner)

Address: _____

Phone No: _____

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME: _____

PUBLIC WORKS AGREEMENT NO: _____

CRG NO.: _____

FINAL DEVELOPMENT PLAN DATED: _____

FOR PROJECT KNOWN AS: _____

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: _____, issued by _____, insurer, with limits of liability of \$ _____. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments [list instruments] (the "Instrument") were prepared by me or under my supervision, and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, _____ edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to,

beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

(Name of law firm)

By: _____
(name of lawyer making certification)
a (principal)(partner) of the firm

Date _____

or

(name of sole practitioner)

Address: _____

Phone No: _____

Date _____

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: _____

PUBLIC WORKS AGREEMENT NO: _____

CRG NO.: _____

FINAL DEVELOPMENT PLAN DATED: _____

FOR PROJECT KNOWN AS: _____

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: _____, issued by _____, insurer, with limits of liability of \$ _____. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments [list instruments] (the "Instrument") were prepared by _____ who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

- a. Fee simple title of record is vested in _____ by virtue of a deed from _____ dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____.

- b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.
- c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.
- d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

- a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.
- b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.
- c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.
- d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal

knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: _____

(Name of law firm)

By: _____
(name of lawyer making certification)
a (principal)(partner) of the firm

or

(name of sole practitioner)

Address: _____

Phone No: _____

CERTIFICATION

SUBDIVISION/PROJECT NAME: _____

PUBLIC WORKS AGREEMENT NO: _____

COUNTY REVIEW GROUP NO.: _____

FINAL DEVELOPMENT PLAN DATED: _____

FOR PROJECT KNOWN AS: _____

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed record plat(s) and right-of-way plat(s) comply in all material respects with the above-referenced Final Development Plan, Public Works Agreement, and/or County Review Group, as applicable, that the construction plans relative to said final development plan agree with the said listed subdivision plat(s) submitted herewith and right-of-way plat(s), and that said subdivision plat(s) and right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns from and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client _____ and myself for the preparation of this Certification.

Record Plats

Liber _____ folio _____

Liber _____ folio _____

Liber _____ folio _____

Liber _____ folio _____

Liber _____ folio _____

Right-of-Way Plats

RW _____

RW _____

RW _____

RW _____

RW _____

Date: _____

_____ (SEAL)

Name: _____ (print)

Firm: _____

Address: _____

Telephone No: _____

Professional Liability Insurance:

Company: _____

Policy No: _____

Policy Limits: _____

Legal Description Examples:

Legal Description – RW Drawing

Single Description:

"Being known and designated as " (title of easement) " containing _____ acre (____sq.ft.), more or less, as shown and indicated on Baltimore County Drawing No. RW (we fill in), which is attached hereto and made a part hereof."

2 or More Legal Descriptions:

"Being known and designated as " (name of easement) " containing _____ acre (____sq.ft.), more or less, and designated as " name of easement " containing _____ acre (____sq.ft.), more or less as shown and indicated on Baltimore County Drawing No. RW (we fill in), which is attached hereto and made a part hereof."

Legal Description – Record Plat

Single Description:

Being known and designated as " (name of easement) " containing _____ acre (____sq.ft.), more or less, as shown and indicated on Plat entitled " _____ " recorded among the Plat Records of Baltimore County, MD in Plat Book S.M. No. _____Folio _____.

2 or More Legal Descriptions:

"Being known and designated as " (name of easement) " containing _____ acre (____sq.ft.), more or less, and designated as " name of easement " containing _____ acre (____sq.ft.), more or less as shown and indicated on Plat entitled " _____ " recorded among the Plat Records of Baltimore County in Plat Book SM, No. _____Folio _____.

Stormwater Management Easement – RW Drawing/Metes and Bounds

Single Legal Description:

"being known and designated as (name of easement), containing _____ acre (____sq.ft.), more or less, on the Baltimore County Drawing No. RW (we fill in this line), which is attached hereto and made a part hereof (the "Easement Area") shall be subject to the following reserved easements and covenants:"

2 or More Legal Descriptions:

"being known and designated as (name of easement), containing _____ acre (____sq.ft.), more or less, and (name of easement), containing _____ acre (____sq.ft.), more or less, on the Baltimore County Drawing No. RW (we fill in this line), which is attached hereto and made a part hereof (the "Easement Area") shall be subject to the following reserved easements and covenants:"

REVERTIBLE SLOPE EASEMENT – Record Plat

“BEING the right to create, use and maintain on the area of the land containing _____ acre (____sq.ft.), more or less and indicated as **“REVERTIBLE SLOPE EASEMENT”** as shown on the Baltimore County Drawing No. RW (we fill in this line), which is attached hereto and made a part hereof; such slopes are necessary to retain an support the highway and/or adjacent property; being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support, or protect the highway construction, then said easement for slopes shall cease to exist.”

TEMPORARY EASEMENT - Record Plat

“BEING a temporary easement area across the property of the Grantor, containing _____ acre (____sq.ft.), more or less and indicated as **“TEMPORARY EASEMENT”** as shown and indicated on Plat entitled “_____” recorded among the Plat Record of Baltimore County in Plat Book S.M. No. _____ Folio____; to be used during the period of construction only for the purpose of creating the necessary supporting slope, and all rights in said temporary easement hereby granted to Baltimore County, Maryland, shall upon completion of construction of the entire project, terminate and revert to the Grantor.”

Deed of Easement and Agreement-Drainage and Utility Easement-A

RW
J.O.
Item (U)
Election District

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made this _____day of _____, in the year _____, by and between _____, Grantor(s); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, the Grantee desires to construct and maintain sewers, drains, water pipes, and other municipal utilities and services in, on, through, and across the land hereinafter described, and the Grantor(s) (is/are) willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar, the receipt and sufficiency of which is hereby acknowledged, the said Grantor(s) hereby grant(s) and convey(s) unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, an easement in, on, through, and across the land of the Grantor(s), situate in Baltimore County, State of Maryland to lay, construct, and maintain sewers, drains, water pipes, other municipal utilities and services, and for other governmental purposes, said sewers, drains, water pipes, other municipal utilities and services, and other governmental purposes to be in, on, through and across the easement area which is described as follows:

BEING KNOWN AND DESIGNATED AS [INSERT LEGAL DESCRIPTION]

Situate in the _____ Election District of Baltimore County, Maryland.

Being a portion of the property which by deed dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted

and conveyed by _____ unto _____, the Grantor(s) herein.

AND the Grantor(s) does/do hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor(s), the Grantor(s)' personal representatives, successors and/or assigns; nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned Grantor(s).

ATTEST:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she/they acknowledged the foregoing Deed of Easement and Agreement to be his/her/their act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement and Agreement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Conservancy Area Easement –Drawing- B

Code: RW-
J.O.
Item (CE)
Election District

DEED OF CONSERVANCY AREA EASEMENT

DEED OF CONSERVANCY AREA EASEMENT (hereinafter referred to as “Conservancy Easement”), made this _____day of _____, in the year _____, by _____ (hereinafter referred to as “Grantor”); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as “Grantee”).

RECITALS

A. The Grantor is the owner in fee simple of all that parcel or tract of land situate, lying, and being in the _____ Election District of Baltimore County, State of Maryland, containing _____ acres of land, more or less, by virtue of a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, granted and conveyed by _____ to _____ (the “Property”). The Property subject to this Conservancy Easement (the “Conservancy Area”) contains _____ acre (_____ sq. ft.), more or less, and is more particularly set forth as shown and indicated as _____ on Baltimore County Drawing No. RW _____, which is attached hereto and made a part hereof.

B. The Grantor has subdivided or intends to subdivide the land into _____ residential parcels which are more particularly described by metes and bounds, courses and distances as Lots numbered _____, inclusive, as shown on the minor subdivision plat entitled _____, dated _____, and prepared by _____, registered land surveyor.

C. The provision of the Baltimore County Zoning Regulations require a portion of the Grantor’s land to be designated “Conservancy Area” and restricted as to use in accordance with the provisions of the Zoning Regulations.

D. The purpose of this Conservancy Easement is to preserve and protect the environment of the Conservancy Area and to maintain permanently the open-space values of the Conservancy Area and the dominant scenic, historic, cultural, rural, agricultural, woodland, and wetland character of such areas.

NOW, THEREFORE, THIS DEED OF EASEMENT WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and/or assigns, an easement in, on, and over the Conservancy Area lands hereinafter described, for conservancy and other governmental purposes, to the extent hereinafter set forth, and does further covenant and restrict the Conservancy Area as follows:

ARTICLE I

Definitions

1. Conservancy Area means that portion of the Property which contains significant natural or historic features and which has been designated and is to be dedicated through deed restriction in accordance with Section 1A03, Baltimore County Zoning Regulations, as amended. The Conservancy Area shall consist of a minimum of 70% of the gross area of the Property as shown on the aforementioned Baltimore County Drawing.

2. County Council means the County Council as now established, or any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning regulation.

3. County or Grantee means Baltimore County, Maryland, and its successors and assigns.

4. Grantor means (*the name of Grantor*), and his/her/their/its respective successors and/or assigns.

5. Lot means the _____ residential lots identified above and as designed on the Plat (as defined in Paragraph 8 below).

6. Lot Owner means the person or persons or other legal entity shown on the public records of Baltimore County or State of Maryland that own fee simple title to a Lot at the time the identity of a lot owner is to be determined for purposes of applying the provisions of these covenants. Lot Owner does not include a mortgagee, trustee, or beneficiary under a Deed of Trust or other person who holds only a lien or other security interest in a lot.

7. Open Space means undeveloped land required by the Baltimore County Zoning Regulations to be restricted to resource protection or recreational uses as hereinafter set forth.

8. Plan means the aforementioned minor subdivision plat prepared by _____, and recorded or intended to be recorded with Baltimore County Department of Permits, Approvals and Inspections.

9. Zoning Regulations means Section 1A03, Baltimore County Zoning Regulations, as amended.

ARTICLE II

General Provisions

1. Tax Exemption: Nothing herein contained shall prohibit Grantor from seeking a Federal and/or State tax credit equal to the difference, if any, of the value of the Property before the

grant of this Conservancy Easement and the value of the Property after the grant of this Conservancy Easement.

2. Binding Effect: The provisions of this Conservancy Easement (a) are made by the Grantor for himself/herself/themselves/itself and for his/her/their/its respective successors and/or assigns, (b) are binding upon the Grantor, his/her/their/its respective successors and/or assigns, and (c) shall run with and bind all land within the conservancy Area. The provisions of this Conservancy Easement shall be binding upon the Grantee and its respective successors and/or assigns.

3. Enforcement and Remedies: The provisions of this instrument may be enforced by the Director or designee of the Baltimore County Department of Permits and Development Management or other department, agency, other public body or person duly authorized by the County Executive. Upon any breach of the terms of this Conservancy Easement by the Grantor which breach is not cured by the Grantor within forty-five (45) days of the Grantor's receipt of written notice of such breach from the Grantee, the Grantee may, with or without additional notice to the Grantor, exercise any and all of the following remedies: (a) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, either prohibitive or mandatory; and/or (b) require that the Conservancy Area be restored promptly to the condition required by this conservancy Easement at the sole cost and expense of the Grantor.

The Grantor's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity.

4. Reserved Rights: Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantor are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Grantor believes that the exercise of a reserved right may have a significant adverse effect on the resources and the potential use of resources as provided for under Article IV, Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III

Specific Provisions

1. Area Designated the Conservancy Area: The Conservancy Area consists of _____ acres (_____ sq. ft.), more or less, and is more particularly set forth as shown and indicated as _____ on Baltimore County Bureau of Land Acquisition Drawing No. RW _____, which is attached hereto and made a part hereof. In the event that the Conservancy Area consists of more than 70% of the gross area of the Property, the Conservancy Area may be reduced in size to the minimum required 70% with the prior unanimous written approval of the Grantor, the Director of the Baltimore County Department of Permits and Development Management, Director of the Baltimore County Department of Environmental Protection and Resource Management, or other person duly authorized by the County Executive or any applicable law to approve such change or amendment. Furthermore, such change or amendment shall not be effective until such time as a written document acknowledging such change or amendment shall have been approved by the

parties named above and recorded among the land records of Baltimore County.

2. Specific Provisions in Relation to the Conservancy Area: The Conservancy Area shall be restricted as to use in accordance with the provisions in Article IV of this Agreement. The Grantor shall have no right in the future to subdivide the area designated as the Conservancy Area except that as permitted under Article III, Paragraph 1, to reduce a Conservancy Area to the minimum 70%.

3. Duration of Easement: This Conservancy Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and his/her/their/its successors and/or assigns.

ARTICLE IV Use Restrictions

Permitted/Prohibited Uses:

1. The Conservancy Area shall remain undisturbed, except as utilized under Paragraph 3 and 4 below of this Article IV, except as:

(a) Agricultural uses, including a farm or a limited acreage flower farm. Furthermore, all farms engaged in commercial agriculture must have and implement a soil conservation and water quality plan approved by the Baltimore County Soil Conservation District;

(b) Forestry, in accordance with the Maryland Forest Practices Guidelines or comparable guidelines which may replace the Forest Practice Guidelines in the future or as they may be amended from time to time; and

(c) Open space, which may include hiking or equestrian trails or passive recreational areas which do not require paving.

2. The maintenance and protection of natural resources shall be in a manner and to the extent required by Baltimore County Environmental Protection and Sustainability.

3. No provision of paragraph 1 shall be construed to enlarge, limit, supersede, or otherwise affect application to the Conservancy Area of any Zoning Regulation or any law, ordinance, rule or regulation of the Federal government, the State of Maryland, or Baltimore County currently in effect. Whether or not such is referred to in paragraph 1, nothing in this paragraph shall be construed to authorize or permit the use of the Conservancy Area for:

(a) Industrial or commercial activities, other than farming, silviculture, and horticulture are prohibited on the Conservancy Area, except for (1) such activities as can be conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products in accordance with applicable zoning regulations;

(b) Display of billboards, signs, or advertisements is prohibited on or over the Conservancy Area, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the sale of goods or services produced by permitted uses of the Property; or (4) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservancy Easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed that permitted by applicable zoning regulations. Signs shall be limited to a reasonable number, shall not damage living trees, and shall be in accordance with applicable zoning regulations.

(c) Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Conservancy Area is prohibited, except that soil, rock, other earth materials, vegetative matter, or composts may be placed (1) as may be reasonably necessary for agriculture and/or silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservancy Easement and means of access;

(d) Excavation, dredging, mining, and removal of loam, gravel, soil, rock, sand, coal, petroleum, and other materials is prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and/or silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, homesites, means of access, and wildlife habitat;

(e) Diking, draining, filling, or removal of wetland is prohibited except as permitted by the Baltimore County Department of Environmental Protection and Sustainability or other agency or person succeeding to or replacing the Baltimore County Environmental Protection and Sustainability.

4. No building, facility, or other structure shall be constructed on the Conservancy Area after the date of this Conservancy Easement, except for those structures or improvements permitted to be constructed in the Conservancy Area pursuant to the provisions of Paragraphs (1) or (3) above, and except for the following:

(a) Principal residential dwelling that is permitted to be constructed within the Conservancy Area pursuant to the site development plan approved by Baltimore County;

(b) Accessory structures and utilities and utility structures and related easements and appurtenances as are shown in the approved Development Plan or Plat creating this Conservancy Area;

(c) Accessory structures and utilities and utility structures and related appurtenances designed, constructed, and utilized for the purpose of serving an existing residence or residence tenant houses as permitted by the Zoning Regulations in the Conservancy Area;

(d) Accessory structures designed, constructed, and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Conservancy Area;

(e) Tenant houses, if they are otherwise permitted by Baltimore County Zoning Regulations, may not be subdivided from the principal dwelling and the Conservancy Area parcel;

(f) Improvements, repairs, restorations, replacements, reconstructions, alterations, remodelings, and maintenance of all existing structures and other structures permitted under this Conservancy Easement in this Article IV;

(g) Reasonable means of access to all permitted uses and structures; and

(h) Any other structures, easements, or improvements not described in subparagraphs (a)-(g) (inclusive) above which the Zoning Regulations permit to be constructed within the Conservancy Area.

5. All rights reserved by the Grantor or activities not prohibited by this Conservancy Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Conservancy Area.

6. The Conservancy Area shall be in compliance with Title 3 of Article 33 of the Baltimore County Code, as amended, entitled Protection of Water Quality, Streams, Wetlands, and Floodplains. Practices and activities are restricted within the forest buffer, except as provided for by Environmental Protection and Sustainability.

ARTICLE V

Miscellaneous

The Grantor agrees to notify the Grantee in writing of the names and addresses of any party to whom the Grantor transfers all or any portion of the Conservancy Area (each a “subsequent transferee”) at or prior to the time said transfer is consummated. Each subsequent transferee shall in turn be obligated to notify the Grantee in writing of the names and addresses of any party to whom the subsequent transferee conveys all or any portion of the Conservancy Area at or prior to the time said transfer is consummated.

This Conservancy Easement shall be construed to promote the purposes of the statutes creating and governing the conservation purposes of this Conservancy Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code. This Conservancy Easement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, exclusive of Maryland’s conflict of law rules.

This instrument sets forth the entire agreement of the parties with respect to the Conservancy Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservancy Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservancy Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

No failure on the part of the Grantee to enforce any covenant or provision thereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

No person who is not a party to this Conservancy Easement shall have any benefit hereunder nor have any third party beneficiary rights as a result of this Conservancy Easement, nor shall any such party be entitled to rely on any actions or inactions of the parties hereto or their agents, all of which are done for the sole benefit of the parties hereto.

Any notices by the Grantor to the Grantee or by the Grantee to the Grantor pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the following parties, or to such other address as the Grantee may establish in writing on notification to one another:

If to Grantee:

Baltimore County Department of
Permits, Approvals and Inspections
111 W. Chesapeake Avenue
Towson, Maryland 21204

If to Grantor:

(name and address)

Whenever and wherever the Grantor is required under any section of this Conservancy Easement to obtain the prior written consent or approval of any Grantee or any other person or entity prior to taking any action or construction or improvements, the Grantor shall only be required to obtain the prior written consent or approval, as the case may be, of the Grantee, persons or entities that are in existence at the time the Grantor seeks such consent or approval.

The Conservancy Easement may only be amended in writing signed by the parties to be bound by the change or alteration.

ARTICLE VI

Rights and Inspection

The Baltimore County Department of Permits, Approvals and Inspections, Environmental Protection and Sustainability, or other department, agency, or other public body or person duly authorized by the County Executive, or the Grantee or his/her designees, shall have the right to enter on the above-described Conservancy Area lands from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained.

WITNESS the hands and seals of the Grantor and Grantee as of the day and year first above written.

WITNESS/ATTEST

GRANTOR:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Deed of Conservancy Area Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Conservancy Area Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection
and Sustainability

APPROVED AND ACCEPTED this ____
day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Conservancy Area Easement-Plat- B1

Code: RW-
J.O.
Item (CE)
Election District

DEED OF CONSERVANCY AREA EASEMENT

DEED OF CONSERVANCY AREA EASEMENT (hereinafter referred to as “Conservancy Easement”), made this _____ day of _____, in the year _____, by _____ (hereinafter referred to as “Grantor”); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter referred to as “Grantee”).

RECITALS

A. The Grantor is the owner in fee simple of all that parcel or tract of land situate, lying, and being in the _____ Election District of Baltimore County, State of Maryland, containing _____ acres of land, more or less, by virtue of a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, granted and conveyed by _____ to _____ (the “Property”). The Property subject to this Conservancy Easement (the “Conservancy Area”) contains _____ acre (_____ sq. ft.), more or less, and is more particularly set forth as shown and indicated as _____ as shown on the Plat entitled _____, which Plat is [recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____] [intended to be recorded among the Plat Records of Baltimore County](the “Subdivision Plat”).

B. The Grantor has subdivided or intends to subdivide the land into _____ residential parcels which are more particularly described by metes and bounds, courses and distances as Lots numbered _____, inclusive, as shown on the Subdivision Plat, said Subdivision Plat being dated _____, and prepared by _____, registered land surveyor.

C. The provision of the Baltimore County Zoning Regulations require a portion of the Grantor’s land to be designated “Conservancy Area” and restricted as to use in accordance with the provisions of the Zoning Regulations.

D. The purpose of this Conservancy Easement is to preserve and protect the environment of the Conservancy Area and to maintain permanently the open-space values of the Conservancy Area and the dominant scenic, historic, cultural, rural, agricultural, woodland, and wetland character of such areas.

NOW, THEREFORE, THIS DEED OF EASEMENT WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey

unto the Grantee, its successors and/or assigns, an easement in, on, and over the Conservancy Area lands hereinafter described, for conservancy and other governmental purposes, to the extent hereinafter set forth, and does further covenant and restrict the Conservancy Area as follows:

ARTICLE I

Definitions

1. Conservancy Area means that portion of the Property which contains significant natural or historic features and which has been designated on the Subdivision Plat and is to be dedicated through deed restriction in accordance with Section 1A03, Baltimore County Zoning Regulations, as amended. The Conservancy Area shall consist of a minimum of 70% of the gross area of the Property as designated on said Subdivision Plat.

2. County Council means the County Council as now established, or any other legislative and/or executive authority hereinafter authorized to approve and adopt a zoning regulation.

3. County or Grantee means Baltimore County, Maryland, and its successors and assigns.

4. Grantor means (*the name of Grantor*), and his/her/their/its respective successors and/or assigns.

5. Lot means the _____ residential lots identified above and as designed on the Plat (as defined in Paragraph 8 below).

6. Lot Owner means the person or persons or other legal entity shown on the public records of Baltimore County or State of Maryland that own fee simple title to a Lot at the time the identity of a lot owner is to be determined for purposes of applying the provisions of these covenants. Lot Owner does not include a mortgagee, trustee, or beneficiary under a Deed of Trust or other person who holds only a lien or other security interest in a lot.

7. Open Space means undeveloped land required by the Baltimore County Zoning Regulations to be restricted to resource protection or recreational uses as hereinafter set forth.

8. Plan means the aforementioned Subdivision Plat prepared by _____, and recorded or intended to be recorded in the Plat Records of Baltimore County.

9. Zoning Regulations means Section 1A03, Baltimore County Zoning Regulations, as amended.

ARTICLE II

General Provisions

1. Tax Exemption: Nothing herein contained shall prohibit Grantor from seeking a Federal and/or State tax credit equal to the difference, if any, of the value of the Property before the grant of this Conservancy Easement and the value of the Property after the grant of this Conservancy Easement.

2. Binding Effect: The provisions of this Conservancy Easement (a) are made by the Grantor for himself/herself/themselves/itself and for his/her/their/its respective successors and/or assigns, (b) are binding upon the Grantor, his/her/their/its respective successors and/or assigns, and (c) shall run with and bind all land within the conservancy Area. The provisions of this Conservancy Easement shall be binding upon the Grantee and its respective successors and/or assigns.

3. Enforcement and Remedies: The provisions of this instrument may be enforced by the Director or designee of the Baltimore County Department of Permits and Development Management or other department, agency, other public body or person duly authorized by the County Executive. Upon any breach of the terms of this Conservancy Easement by the Grantor which breach is not cured by the Grantor within forty-five (45) days of the Grantor's receipt of written notice of such breach from the Grantee, the Grantee may, with or without additional notice to the Grantor, exercise any and all of the following remedies: (a) institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction, either prohibitive or mandatory; and/or (b) require that the Conservancy Area be restored promptly to the condition required by this conservancy Easement at the sole cost and expense of the Grantor.

The Grantor's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity.

4. Reserved Rights: Except to the extent that prior written approval of Grantee is required by any paragraph of this Article, all rights reserved by or not prohibited to Grantor are considered to be consistent with the conservation purposes of this Easement and require no prior notification or approval, except that, if Grantor believes that the exercise of a reserved right may have a significant adverse effect on the resources and the potential use of resources as provided for under Article IV, Grantor shall notify Grantee in writing before exercising such right.

ARTICLE III

Specific Provisions

1. Area Designated the Conservancy Area: The Conservancy Area consists of _____ acres (_____ sq. ft.), more or less, and is more particularly set forth as shown and indicated as _____ as shown on the aforementioned Subdivision Plat. In the event that the Conservancy Area consists of more than 70% of the gross area of the Property, the Conservancy Area may be reduced in size to the minimum required 70% with the prior unanimous written approval of the Grantor, the Director of the Baltimore County PAI, Director of the Baltimore County EPS, or other person duly authorized by the County Executive or any applicable law to approve such

change or amendment. Furthermore, such change or amendment shall not be effective until such time as a written document acknowledging such change or amendment shall have been approved by the parties named above and recorded among the land records of Baltimore County.

2. Specific Provisions in Relation to the Conservancy Area: The Conservancy Area shall be restricted as to use in accordance with the provisions in Article IV of this Agreement. The Grantor shall have no right in the future to subdivide the area designated as the Conservancy Area except that as permitted under Article III, Paragraph 1, to reduce a Conservancy Area to the minimum 70%.

3. Duration of Easement: This Conservancy Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and his/her/their/its successors and/or assigns.

ARTICLE IV Use Restrictions

Permitted/Prohibited Uses:

1. The Conservancy Area shall remain undisturbed, except as utilized under Paragraph 3 and 4 below of this Article IV, except as:

(a) Agricultural uses, including a farm or a limited acreage flower farm. Furthermore, all farms engaged in commercial agriculture must have and implement a soil conservation and water quality plan approved by the Baltimore County Soil Conservation District;

(b) Forestry, in accordance with the Maryland Forest Practices Guidelines or comparable guidelines which may replace the Forest Practice Guidelines in the future or as they may be amended from time to time; and

(c) Open space, which may include hiking or equestrian trails or passive recreational areas which do not require paving.

2. The maintenance and protection of natural resources shall be in a manner and to the extent required by Baltimore County Department of Environmental Protection and Resource Management.

3. No provision of paragraph 1 shall be construed to enlarge, limit, supersede, or otherwise affect application to the Conservancy Area of any Zoning Regulation or any law, ordinance, rule or regulation of the Federal government, the State of Maryland, or Baltimore County currently in effect. Whether or not such is referred to in paragraph 1, nothing in this paragraph shall be construed to authorize or permit the use of the Conservancy Area for:

(a) Industrial or commercial activities, other than farming, silviculture, and horticulture are prohibited on the Conservancy Area, except for (1) such activities as can be

conducted in existing structures without alteration of the external appearance thereof, and (2) the sale to the public of agriculture or forestry products in accordance with applicable zoning regulations;

(b) Display of billboards, signs, or advertisements is prohibited on or over the Conservancy Area, except (1) to state solely the name and/or address of the Property and/or the owners; (2) to advertise the sale or lease of the Property; (3) to advertise the sale of goods or services produced by permitted uses of the Property; or (4) to commemorate the history of the Property, its recognition under state or federal historical registers, or its protection under this Conservancy Easement or state and local environmental or game laws; provided that no sign or billboard on the Property shall exceed that permitted by applicable zoning regulations. Signs shall be limited to a reasonable number, shall not damage living trees, and shall be in accordance with applicable zoning regulations.

(c) Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Conservancy Area is prohibited, except that soil, rock, other earth materials, vegetative matter, or composts may be placed (1) as may be reasonably necessary for agriculture and/or silviculture on the Property or (2) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Conservancy Easement and means of access;

(d) Excavation, dredging, mining, and removal of loam, gravel, soil, rock, sand, coal, petroleum, and other materials is prohibited, except (1) for the purpose of combating erosion or flooding, (2) for agriculture and/or silviculture on the Property, or (3) for the construction and/or maintenance of permitted structures, homesites, means of access, and wildlife habitat;

(e) Diking, draining, filling, or removal of wetland is prohibited except as permitted by the Baltimore County Department of Environmental Protection and Resource Management or other agency or person succeeding to or replacing the Baltimore County Department of Environmental Protection and Resource Management.

4. No building, facility, or other structure shall be constructed on the Conservancy Area after the date of this Conservancy Easement, except for those structures or improvements permitted to be constructed in the Conservancy Area pursuant to the provisions of Paragraphs (1) or (3) above, and except for the following:

(a) Principal residential dwelling that is permitted to be constructed within the Conservancy Area pursuant to the site development plan approved by Baltimore County;

(b) Accessory structures and utilities and utility structures and related easements and appurtenances as are shown in the approved Development Plan or Plat creating this Conservancy Area;

(c) Accessory structures and utilities and utility structures and related appurtenances designed, constructed, and utilized for the purpose of serving an existing residence or residence tenant houses as permitted by the Zoning Regulations in the Conservancy Area;

(d) Accessory structures designed, constructed, and utilized in connection with the agricultural, horticultural, forestry, and naturalistic uses of the Conservancy Area;

(e) Tenant houses, if they are otherwise permitted by Baltimore County Zoning Regulations, may not be subdivided from the principal dwelling and the Conservancy Area parcel;

(f) Improvements, repairs, restorations, replacements, reconstructions, alterations, remodelings, and maintenance of all existing structures and other structures permitted under this Conservancy Easement in this Article IV;

(g) Reasonable means of access to all permitted uses and structures; and

(h) Any other structures, easements, or improvements not described in subparagraphs (a)-(g) (inclusive) above which the Zoning Regulations permit to be constructed within the Conservancy Area.

5. All rights reserved by the Grantor or activities not prohibited by this Conservancy Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open-space character of the Conservancy Area.

6. The Conservancy Area shall be in compliance with Title 3 of Article 33 of the Baltimore County Code, as amended, entitled Protection of Water Quality, Streams, Wetlands, and Floodplains. Practices and activities are restricted within the forest buffer, except as provided for by the Department of Environmental Protection and Resource Management.

ARTICLE V

Miscellaneous

The Grantor agrees to notify the Grantee in writing of the names and addresses of any party to whom the Grantor transfers all or any portion of the Conservancy Area (each a “subsequent transferee”) at or prior to the time said transfer is consummated. Each subsequent transferee shall in turn be obligated to notify the Grantee in writing of the names and addresses of any party to whom the subsequent transferee conveys all or any portion of the Conservancy Area at or prior to the time said transfer is consummated.

This Conservancy Easement shall be construed to promote the purposes of the statutes creating and governing the conservation purposes of this Conservancy Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code. This Conservancy Easement shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, exclusive of Maryland’s conflict of law rules.

This instrument sets forth the entire agreement of the parties with respect to the Conservancy Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating

to the Conservancy Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservancy Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

No failure on the part of the Grantee to enforce any covenant or provision thereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

No person who is not a party to this Conservancy Easement shall have any benefit hereunder nor have any third party beneficiary rights as a result of this Conservancy Easement, nor shall any such party be entitled to rely on any actions or inactions of the parties hereto or their agents, all of which are done for the sole benefit of the parties hereto.

Any notices by the Grantor to the Grantee or by the Grantee to the Grantor pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the following parties, or to such other address as the Grantee may establish in writing on notification to one another:

If to Grantee:

Baltimore County Department of
Permits and Development Management
111 W. Chesapeake Avenue
Towson, Maryland 21204

If to Grantor:

(name and address)

Whenever and wherever the Grantor is required under any section of this Conservancy Easement to obtain the prior written consent or approval of any Grantee or any other person or entity prior to taking any action or construction or improvements, the Grantor shall only be required to obtain the prior written consent or approval, as the case may be, of the Grantee, persons or entities that are in existence at the time the Grantor seeks such consent or approval.

The Conservancy Easement may only be amended in writing signed by the parties to be bound by the change or alteration.

ARTICLE VI

Rights and Inspection

The Baltimore County Department of Permits and Development Management, Department of Environmental Protection and Resource Management, or other department, agency, or other public body or person duly authorized by the County Executive, or the Grantee or his/her designees, shall

have the right to enter on the above-described Conservancy Area lands from time to time for the sole purpose of inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained.

WITNESS the hands and seals of the Grantor and Grantee as of the day and year first above written.

WITNESS/ATTEST

GRANTOR:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Deed of Conservancy Area Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Conservancy Area Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED AND ACCEPTED this _____
day of _____, 20_____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
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All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Declaration and Easement-Stormwater Management-Metes and Bounds-C

RW
J.O.
Item 1 (S)
Election District

DEED OF DECLARATION AND EASEMENT

THIS DEED OF DECLARATION AND EASEMENT, made this _____ day of _____, in the year _____, by _____ Grantor, and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC, Grantee.

WHEREAS, _____, the Grantor, is the fee simple owner of all that property situate, lying, and being in the _____ Election District of Baltimore County, State of Maryland, and more particularly described in a Deed dated _____, from _____, which Deed is recorded among the land records of Baltimore County in Liber _____, folio _____ (the "Property"); and

WHEREAS, the Grantor desires to reserve easements on the Property for the installation and maintenance of utilities and drainage facilities as hereinafter set forth; and

WHEREAS, the Grantor desires to grant unto Baltimore County, Maryland, an easement in, on, and over the Property for storm drain and other governmental purposes as hereinafter set forth.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that the said Grantor, for itself, its successors and/or assigns, declares and covenants that all that lot of ground being known and designated as [insert legal description of easement area] (the "Easement Area") shall be subject to the following reserved easements and covenants:

RESERVED EASEMENTS AND COVENANTS

Easement for the installation and maintenance of utilities and drainage facilities in the Easement Area is hereby reserved by the Grantor for the installation and maintenance of utilities, storm water sewers, surface drains, and storm water management devices. No

structure, planting, or other material shall be placed or permitted to remain within the Easement Area except as shown on the storm water management plans or within any utility or similar easements which may be located on the Property which may damage or interfere with the installation of, access to, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels or the storm water management devices in the Easement- Area. The Easement Area and all improvements in it shall be maintained continuously by the Grantor, and at the Grantor's expense, including, without limitation, any maintenance and repairs required by Baltimore County to maintain the proper functioning of any storm water management devices located within the Easement Area, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance of the Property, or of any interest therein, shall be deemed to be, or construed as, a conveyance of this easement, or any of them, even though the conveyance purports to convey the Grantor's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Grantor to thereby convey this easement.

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, an easement to enter upon the Property for the purpose of inspecting, constructing, maintaining, and repairing storm water management facilities thereon, as Baltimore County, Maryland, in its sole discretion deems necessary; and said Grantor agrees that any and all costs incurred by Baltimore County, Maryland, thereby shall be assessable as a lien against the Property, and that no buildings or similar structures of any kind shall be erected, in or over the Easement Area which may interfere with the access to, maintenance and repair of said storm water management facilities.

The covenants and easements contained in this Deed of Declaration and Easement

shall run with the land and be binding upon the Grantor, its successors and/or assigns.

WITNESS, the hands and seals of the Grantor, this day and year first above written.

WITNESS:

GRANTOR:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Deed of Declaration and Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Declaration and Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY
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All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Declaration and Easement-Stormwater-Subdivision Plat-D

RW
J.O.
Item (S)
Election District

DEED OF DECLARATION AND EASEMENT

THIS DEED OF DECLARATION AND EASEMENT, made this _____ day of _____, in the year _____, by _____, Grantor, and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, _____, Grantor, is the owner of all that property situate in Baltimore County, State of Maryland, and being known and designated as Lot _____ as shown on the Plat entitled _____, which Plat is recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____, to which it acquired title in fee simple by a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber No. _____, folio _____, from _____; and

WHEREAS, the Grantor desires to reserve easements for the installation and maintenance of utilities and drainage facilities as hereinafter set forth; and

WHEREAS, the Grantor desires to grant unto Baltimore County, Maryland, an easement for storm drain purposes as hereinafter set forth, over all that parcel of ground as delineated on the aforesaid Plat.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that the said Grantor, for itself, its successors and/or assigns, declares and covenants that all that lot of ground being known and designated as Lot _____ as shown on the Plat entitled _____ and recorded as aforesaid, shall be subject to the following reserved easements and covenants:

RESERVED EASEMENTS AND COVENANTS

Easement for the installation and maintenance of utilities and drainage facilities in the storm water management area, containing _____ acre (_____ square feet), more or less, as shown and indicated as “STORM WATER MANAGEMENT FACILITY EASEMENT” on the aforesaid plat is hereby reserved by the Grantor for the installation and maintenance of utilities, storm water sewers, surface drains, and storm water management devices. No structure, planting or other material shall be placed or permitted to remain within this easement except as shown on the storm water management plans or within any utility or similar easement (which may be located on the property described on the aforesaid plat) which may damage or interfere with the installation of, access to, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels or the storm water management devices in the easement. The easement area and all improvements in it shall be maintained continuously by the Grantor, and at the Grantor’s expense, including, without limitation, any maintenance and repairs required by Baltimore County to maintain the proper functioning of any storm water management devices located within the easement area, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance of the Property, or of any interest therein, shall be deemed to be, or construed as, a conveyance of this easement, or any of them, even though the conveyance purports to convey the Grantor’s entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Grantor to thereby convey this easement.

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, an easement to enter upon the property of the Grantor, known

and designated as Lot _____ as shown on the Plat entitled _____, which Plat is recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____, for the purpose of inspecting, constructing, maintaining, and repairing storm water management facilities thereon and as more particularly shown on Exhibit A, which is attached hereto and made a part hereof, as Baltimore County, Maryland, in its sole discretion, deems necessary; and said Grantor agrees that any and all costs incurred by Baltimore County, Maryland, thereby shall be assessable as a lien against the property known and designated as Lot _____ as shown on the aforesaid Plat, and that no buildings or similar structures of any kind shall be erected in or over the said easement area which may interfere with the access to, maintenance and repair of said storm water management facilities.

The covenants and easements contained in this Deed of Declaration and Easement shall run with the land and be binding upon the Grantor, its successors and assigns.

WITNESS, the hands and seals of the Grantor, this day and year first above written.

WITNESS:

_____ BY: _____(Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Deed of Declaration and Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Declaration and Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Fee Simple Deed - Greenway -E

Code: 12--RW-
J.O.
Item (GW)
Election District

COUNTY DEED

THIS DEED, made this _____ day of _____, in the year _____, by and between _____, Party of the First Part, Grantor, and Baltimore County, Maryland, a body corporate and politic of the State of Maryland, Party of the Second Part, Grantee.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and/or assigns, in fee simple, for greenway and any other governmental purposes, all that lot of ground situate, lying and being in the _____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING a parcel of land of irregular dimensions, said parcel of land containing _____ acre (_____ sq. ft.), more or less, as shown and indicated as _____ on Baltimore County Bureau of Land Acquisition Drawing No. RW _____, which is attached hereto and made a part hereof.

BEING a portion of the property which by Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, was granted and conveyed by _____ to _____.

TOGETHER with the appurtenances and advantages to the same belonging or in anywise appertaining. TO HAVE AND TO HOLD the above granted property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple for greenway and any other governmental purposes.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act,

matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (§§ 12-108(a) and 13-207(a)(1)).

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

WITNESS:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

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OFFICE OF THE COUNTY ATTORNEY
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Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____

day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Chesapeake Bay Critical Area-Subdivision Plat-F

RW (SUBDIVISION PLAT)
J.O.
Item (CB)
Election District

CHESAPEAKE BAY CRITICAL AREA
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by _____, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded in the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”). Said property is shown on a Subdivision Plat entitled _____ and recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____, (the “Plat”); and

WHEREAS, Title 27 of the Code of Maryland Regulations, as amended (hereafter referred to as “COMAR”), Section 27.01.02 requires the establishment of restrictive covenants to protect wildlife corridors, forests, developed woodlands, and afforested areas; and

WHEREAS, COMAR Section 27.01.09 requires the establishment of protective measures for Habitat Protection Areas described therein; and

WHEREAS, the Baltimore County Environmental Protection and Sustainability (“EPS”) has primary responsibility for developing and implementing a local Chesapeake Bay Critical Area program within Baltimore County pursuant to Md. Code Ann. Nat. Res. § 8-1808; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated on the Plat as _____ (the “Critical Area Easement”), the Declarant desires to protect said Critical Area Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The county shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Critical Area Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

- b. Soil disturbance shall not take place within the Critical Area Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Critical Area Easement;
- d. Diking, ditching, or draining shall not occur within the Critical Area Easement;
- e. Structural shore erosion protection measures shall not be constructed or installed in the Critical Area Easement except as provided pursuant to COMAR 27.01.04 and only as permitted by EPS;
- f. New impervious surfaces shall not be placed within the Critical Area Easement;
- g. Structures of any size shall not be placed within the Critical Area Easement;
- h. Pesticides shall not be stored, used, or applied within the Critical Area Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- i. Animals shall not be housed, grazed, or otherwise maintained within the Critical Area Easement;
- j. Motorized vehicles shall not be stored or operated within the Critical Area Easement, except for maintenance and emergency use approved by EPS;
- k. Materials shall not be stored within the Critical Area Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified only by special variance by EPS as provided in Baltimore County Code (the "Code") § 33-2-205.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Critical Area Easement (on, over, and across (*name of road*) or (as shown and indicated as _____ on the aforesaid Plat), for the limited purposes of inspecting and maintaining the Critical Area Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, shorelines, tidal waters, tidal and non-tidal wetlands and floodplains, and for no other use or purpose.

4. Miscellaneous.

- a. Enforcement shall be pursuant to the Enforcement Procedures of Subtitle 9 of Title 2 of Article 33 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
day of _____, 20_____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Chesapeake Bay Critical Area-Drawing-G

RW (DRAWING)
J.O.
Item (CB)
Election District

CHESAPEAKE BAY CRITICAL AREA
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____day of _____, 20____, by _____, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded in the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”); and

WHEREAS, Title 27 of the Code of Maryland Regulations, 1992, as amended (hereafter referred to as “COMAR”), Section 27.01.02 requires the establishment of restrictive covenants to protect wildlife corridors, forests, developed woodlands, and afforested areas; and

WHEREAS, COMAR Section 27.01.09 requires the establishment of protective measures for Habitat Protection Areas described therein; and

WHEREAS, the Baltimore County Environmental Protection and Sustainability (“EPS”) has primary responsibility for developing and implementing a local Chesapeake Bay Critical Area program within Baltimore County pursuant to Natural Resources Article Section 8-1808; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated and shown (the “Critical Area Easement”) on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof, the Declarant desires to protect said Critical Area Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The county shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Critical Area Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

- b. Soil disturbance shall not take place within the Critical Area Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Critical Area Easement;
- d. Diking, ditching, or draining shall not occur within the Critical Area Easement;
- e. Structural shore erosion protection measures shall not be constructed or installed in the Critical Area Easement except as provided pursuant to COMAR 27.01.04 and only as permitted by EPS;
- f. New impervious surfaces shall not be placed within the Critical Area Easement;
- g. Structures of any size shall not be placed within the Critical Area Easement;
- h. Pesticides shall not be stored, used, or applied within the Critical Area Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- i. Animals shall not be housed, grazed, or otherwise maintained within the Critical Area Easement;
- j. Motorized vehicles shall not be stored or operated within the Critical Area Easement, except for maintenance and emergency use approved by EPS;
- k. Materials shall not be stored within the Critical Area Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified only by special variance by EPS as provided in Baltimore County Code (the “Code”) § 33-2-205.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Critical Area Easement (on, over, and across (*name of road*) or (as shown and indicated as “Access Easement” on Baltimore County Real Estate Compliance Drawing No. RW _____ which is attached hereto and made a part hereof), for the limited purposes of inspecting and maintaining the Critical Area Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, shorelines, tidal waters, tidal and non-tidal wetlands and floodplains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of Subtitle 9 of Title 2 of Article 33 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____(Seal)

_____(Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
day of _____, 20_____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Conservation-Drawing-H

RW
J.O.
Item (FC)
Election District

FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____day of _____, 20____, by _____, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded in the Land Records of Baltimore County in Liber _____, folio _____, from _____ to (the “Property”); and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as “COMAR”) Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res.§ 5-1601.

WHEREAS, the Baltimore County Environmental Protection and Sustainability (“EPS”) has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res.§ 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated and shown as _____ (the “Forest Conservation Easement”) on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as “the Code”):

a. Existing vegetation within the Forest Conservation Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

- b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Conservation Easement;
- d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Easement;
- e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- f. Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance, and emergency use approved by EPS;
- g. Materials shall not be stored within the Forest Conservation Easement;
- h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by EPS as provided in Code § 33-6-116.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement (on, over, and across (***name of road***) or (as shown and indicated “ACCESS EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____), which is attached hereto and made a part hereof), for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
Day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Conservation-Plat-I

RW
J.O.
Item (FC)
Election District

FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by _____, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded in the Land Records of Baltimore County in Liber _____, folio _____, which was granted and conveyed by _____ to _____ (the “Property”). Said property is shown on a Subdivision Plat entitled _____ and recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____ (the “Plat”); and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as “COMAR”) Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res.§ 5-1601.

WHEREAS, the Baltimore County Environmental Protection and Sustainability (“EPS”) has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res.§ 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated on the Plat as _____ (the “Forest Conservation Easement”), the Declarant desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as “the Code”):
 - a. Existing vegetation within the Forest Conservation Easement shall not be

disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Conservation Easement;

d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Easement;

e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance, and emergency use approved by EPS;

g. Materials shall not be stored within the Forest Conservation Easement;

h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by EPS as provided in Code § 33-6-116.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement (on, over, and across (*name of road*) or (as shown and indicated "ACCESS EASEMENT" on the aforesaid Plat) for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
Day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Buffer-Drawing-J

RW (Drawing)
J.O.
Item (FB)
Election District

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by _____ (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated and shown as _____ (the “Forest Buffer”) on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Buffer by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the “Code”), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer;
- d. Except as permitted by the Baltimore County Department of Environmental Protection and Sustainability (“EPS”), the Forest Buffer shall not be drained by ditching, underdrains, or other drainage systems;
- e. Pesticides shall not be stored, used or applied within the Forest Buffer, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Department of Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Buffer (on, over, and across (*name of road*)) *or* (as shown and indicated as “ACCESS EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof), for the limited purposes of inspecting and maintaining the Forest Buffer and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____(Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
Day of _____, 20_____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Buffer-Plat-K

RW (SUBDIVISION PLAT)
J.O.
Item (FB)
Election District:

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by _____ (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”). Said property is shown on a Subdivision Plat entitled _____, which is recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____ (the “Plat”); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated on the Plat as _____ (the “Forest Buffer”), the Declarant desires to protect said Forest Buffer by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the “Code”), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer;
- d. Except as permitted by the Baltimore County Environmental Protection and Sustainability (“EPS”), the Forest Buffer shall not be drained by ditching, underdrains, or other drainage systems;
- e. Pesticides shall not be stored, used or applied within the Forest Buffer, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Buffer (on, over, and across (*name of road*)) *or* (as shown and indicated as “ACCESS EASEMENT” on the aforesaid Plat), for the limited purposes of inspecting and maintaining the Forest Buffer and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
Day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Buffer/Conservation-Drawing-L

RW (Drawing)
J.O.
Item (FBC)
Election District

FOREST BUFFER AND FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20____, by _____, (the “Declarant”); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded in the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated and shown as _____ (the “Forest Buffer and Forest Conservation Easement”) on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Buffer and Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer and Forest Conservation Easement shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the “Code”), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer and Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer and Forest Conservation Easement;
- d. Except as permitted by the Baltimore County Environmental Protection and Sustainability (“EPS”), the Forest Buffer and Forest Conservation Easement shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer and Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer and Forest Conservation Easement;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer and Forest Conservation Easement, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer and Forest Conservation Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Buffer and Forest Conservation Easement (on, over, and across (*name of road*)) or (as shown and indicated as “ACCESS EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof), for the limited purposes of inspecting and maintaining the Forest Buffer and Forest Conservation Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____(Seal)

_____(Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
Day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Declaration-Forest Buffer/Conservation-Subdivision Plat-M

RW (Plat)
J.O.
Item (FBC)
Election District

**FOREST BUFFER AND FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this _____ day of _____, 20____, by _____ (the “Declarant”); and _____ BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the “County”).

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the _____ Election District of Baltimore County, Maryland, and more particularly described in a Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____ (the “Property”). Said property is shown on a Subdivision Plat entitled _____, which is recorded among the Plat Records of Baltimore County in Plat Book _____, folio _____, (the “Plat”); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing _____ acre (_____ sq. ft.), more or less, as designated on the Plat as _____ (the “Forest Buffer and Forest Conservation Easement”), the Declarant desires to protect said Forest Buffer and Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer and Forest Conservation Easement shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the “Code”), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer and Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer and Forest Conservation Easement;
- d. Except as permitted by the Baltimore County Environmental Protection and Sustainability (“EPS”), the Forest Buffer and Forest Conservation Easement shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer and Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer and Forest Conservation Easement;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer and Forest Conservation Easement, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer and Forest Conservation Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Buffer and Forest Conservation Easement (on, over, and across *(name of road)*) or (as shown and indicated as _____ on the aforesaid Plat), for the limited purposes of inspecting and maintaining the Forest Buffer and Forest Conservation Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS

DECLARANT:

_____(Seal)

_____(Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she acknowledged the foregoing Declaration to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
Day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Easement-Floodplain Drawing-N

RW
J.O.
Item (E)
Election District

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, in the year ____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of one (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, an easement for floodplain management and other governmental purposes, over all that lot of ground situate, lying, and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING an easement on, over, and across the property of the Grantor, said easement containing ____ acre (____ sq. ft.), more or less, as shown and indicated as "FLOODPLAIN EASEMENT" on Baltimore County Real Estate Compliance Drawing No. RW ____, which is attached hereto and made a part hereof.

FOR TITLE: See Deed dated _____ and recorded among the Land Records of Baltimore County in Liber ____, folio ____, from _____ to _____.

TO HAVE AND TO HOLD said easement unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, for floodplain management and other governmental purposes.

AS WITNESS the due execution hereof by the aforementioned Grantor.

WITNESS/ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice

before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Fee Simple Deed –LOS/ SWM/Flood-O

USE ONLY ONE OF THE FOLLOWING CODES

CODE: 04--RW- (NOTE:SWM/Flood)
CODE: 12--RW- (NOTE:LOS)
J.O.
Item (F) or (O) -open space
Election District:

DEED

THIS DEED, made this ____ day of _____, in the year _____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for (local open spaces) *or* (floodplain reservation) *or* (storm water management) and any other governmental purposes, all that lot and parcel of ground situate, lying and being in the _____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

[Insert Legal Description]

BEING a portion of the property which by deed dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor herein.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and

mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining, unto and to the proper use and benefit of the said Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for (local open space) *or* (floodplain reservation) *or* (storm water management) and any other governmental purposes.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (§§ 12-108(a) and 13-207(a)(1)).

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Fee simple deed - Forest Buffer Reservation-DEPRM or REC & PARKS-P

USE ONLY ONE OF THE FOLLOWING CODES

CODE: 21--RW- (NOTE: DEPRM)
CODE: 12--RRW- (NOTE: REC & PARKS)
J. O.
Item (F)
Election District:

DEED

THIS DEED, made this ____ day of _____, in the year _____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for forest buffer and any other governmental purposes, all those lots and parcels of ground situate, lying and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING a parcel of land containing ____ acre, more or less, as shown and indicated as "FOREST BUFFER RESERVATION" on a Plat entitled _____, which Plat is recorded among the Plat Records of Baltimore County in Plat Book S.M. No. _____, folio _____.

SUBJECT, HOWEVER, to the following restrictive covenants that shall run with and be binding upon the aforesaid property and shall inure to the benefit of and be binding upon the Grantee, its successors and/or assigns:

1. a. Existing vegetation within the Forest Buffer shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the "Code"), § 33-3-112;
- b. Soil disturbance shall not take place within the Forest Buffer by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer;

d. Except as permitted by the Baltimore County Environmental Protection and Sustainability (“EPS”), the Forest Buffer shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. Grantor hereby grants to Baltimore County, Maryland, an easement of access to the described Forest Buffer Reservation (on, over, and across (*name of road*)) *or* (as shown and indicated as _____ on the aforesaid Plat, for the limited purposes of inspecting and maintaining the Forest Buffer and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Grantee, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

BEING portions of the property which by Deed dated _____, and recorded among the Land Records of Baltimore County in Liber _____, folio _____, was granted and conveyed by _____ to _____.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining, unto and to the proper use and benefit of the said Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for forest buffer and any other governmental purposes.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (§§ 12-108(a) and 13-207(a)(1)).

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____(Seal)

_____(Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:_____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this _____
day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

CODE

21--RW-

J.

O.

Item 1 (F)

Election

District

THIS DEED, made this ____ day of _____ in the year 200_ by and between _____, a Maryland Corporation, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of five (\$5.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee Simple, for forest conservation and any other governmental purposes, all those lots and parcels of ground situate, lying and being in the ___ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING a parcel of land containing _____ acre, more or less, as shown and indicated as "FOREST CONSERVATION RESERVATION" (hereinafter "Forest Conservation"), on a Plat entitled "Subdivision Plat", which Plat is recorded among the Plat Records of Baltimore County in Plat Book S.M. No _____, folio _____.

SUBJECT, HOWEVER, to the following restrictive covenants that shall run with and be binding upon the aforesaid property and shall inure to the benefit of and be binding upon the Grantee, its successors and/or assigns:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code of 2003, as amended from time to time, (hereinafter referred to as "the Code ");

a. Existing vegetation within the Forest Conservation shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grazing;

b. Soil disturbance shall not take place within the Forest Conservation by grading, stripping, of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Conservation Reservation;

d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Reservation;

e. Pesticides shall not be stored, used or applied within the Forest Conservation Reservation, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Motorized vehicles shall not be stored or operated within the Forest Conservation Reservation, except for maintenance and emergency use approved by EPS;

g. Materials shall not be stored within the Forest Conservation Reservation;

h. Logging and timber harvesting operations shall not occur within the Forest Conservation Reservation except in accordance with a Forest Management Plan that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Department of Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easement for Access. The Grantor hereby grants to Baltimore County, Maryland, an easement of access to the described Forest Conservation Reservation on, over, and across (Name of Road) or (as shown and indicated "ACCESS EASEMENT", on the aforesaid plat) for the limited purposes of inspecting and maintaining the Forest Conservation Reservation and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-118 et. Seq. of the Code. Invalidation of any one or more of these covenants by Judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions here in contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Grantee, its successors and/or

assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

BEING a portion of the property which by Deed dated and recorded in the Land Records of Baltimore County in Liber _____, folio _____ was granted and conveyed from _____ to _____.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining, unto and to the proper use and benefit of the said Baltimore County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, for Forest Conservation and any other governmental purpose.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

FOR THE PURPOSES OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME (§§ 12-108(a) and 13-207(a)(1)) AND 11-3-202(a)(4) OF THE BALTIMORE COUNTY CODE, AS AMENDED FROM TIME TO TIME, THIS IS A TRANSFER TO A POLITICAL SUBDIVISION OF THE STATE OF MARYLAND AND IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER AND RECORDATION TAXES.

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.

2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HERBY CERTIFY that on this ____ day of _____, 2008, before me a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____, a Maryland limited liability company, and that such officer, being so authorized to do so, executed the foregoing instrument on behalf of such company for the purposes therein contained.

AS WITNESS My Hand and Notarial Seal.

Notary

Public

My Commission Expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED:

Environmental Protection and Sustainability
(The above approval is required only with acquisitions for DEPRM

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(*Approval of Legal Form and Sufficiency Does Not
Convey Approval or Disapproval of the Substantive Nature
Of This Transaction. Approval is based upon Typeset Document
All Modifications Require Re-approval.)

ATTEST:

BALTIMORE COUNTY, MARYLAND

_____ By:

County Administrative Officer

Account #

Fee Simple Deed - Highway (Drawing) - Q

Code: 05--RW-
J.O.
Item (H)
Election District

COUNTY HIGHWAY DEED

THIS DEED, made this ____ day of _____, in the year ____, by and between _____, Grantor, and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and/or assigns, in fee simple for public highway and any other governmental purposes, all that lot of ground situate, lying and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

[Insert legal description]

BEING a portion of the property which by deed dated _____, and recorded among the Land Records of Baltimore County, Maryland in Liber ____, folio ____ was granted and conveyed by _____ unto _____, the Grantor herein.

TOGETHER with the appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for public highway and any other governmental purposes.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act,

matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (§§ 12-108(a) and 13-207(a)(1)).

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED AND ACCEPTED:

Director
Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Fee Simple Deed - Highway (Roads on Subdivision Plat) - R

Code: 05--RW-
J.O.
Item (H)
Election District

COUNTY HIGHWAY DEED

THIS DEED, made this ____ day of _____, in the year ____, by and between _____, Grantor, and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and/or assigns, in fee simple for public highway and any other governmental purposes, all that lot of ground situate, lying and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

All those roads being known and designated as [insert description].

BEING a portion of the property which by Deed dated _____, and recorded among the Land Records of Baltimore County, Maryland in Liber ____, folio ____ was granted and conveyed by _____ unto _____, the Grantor herein.

TOGETHER with the appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, in fee simple, for public highway and any other governmental purposes.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act,

matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

BY THE EXECUTION OF THIS DEED THE GRANTOR(S) HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS AS HEREINBEFORE SET FORTH.

THIS IS A NO CONSIDERATION TRANSFER TO A POLITICAL SUBDIVISION IN THE STATE OF MARYLAND. THE TRANSFER IS THEREFORE EXEMPT FROM THE PAYMENT OF TRANSFER TAXES AND RECORDATION TAX ACCORDING TO THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND (§§ 12-108(a) and 13-207(a)(1)).

THE UNDERSIGNED GRANTOR CERTIFIES UNDER THE PENALTIES OF PERJURY, THAT THE FOLLOWING IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH SECTION 10-912(b)(2) OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND (THE "WITHHOLDING LAW"):

1. THAT I AM/WE ARE THE TRANSFEROR(S) (OR AGENT OF THE TRANSFEROR(S) IF SO INDICATED), OF THAT REAL PROPERTY DESCRIBED IN THIS DEED.
2. THE AMOUNT OF TOTAL PAYMENT FOR THE PURPOSE OF THE WITHHOLDING LAW IS ZERO DOLLARS.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED AND ACCEPTED:

Director
Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this ____
day of _____, 20____.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name:
County Administrative Officer

All language on this page is required by Baltimore County for this document.

[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Easement – Revertible Slope - S

RW
J.O.
Item (E)
Election District

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, in the year _____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, an easement for highway purposes, over all that lot of ground situate, lying and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING the right to create, use and maintain on the area of the land containing ____ acre (____ sq. ft.), more or less, as shown and indicated as “REVERTIBLE SLOPE EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof; such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support, or protect the highway construction, then said easement for slopes shall cease to exist.

Being a portion of the property which by deed dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor herein.

TO HAVE AND TO HOLD an easement in, on, and over the above property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, for public highway purposes.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary to maintain said easement, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor, its successors and/or assigns, nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or

other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Easement - Temporary - T

RW
J.O.
Item (E)
Election District

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, in the year _____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, an easement for highway purposes, over all that lot of ground situate, lying and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING a temporary easement area across the property of the Grantor, containing ____ acre (____ sq. ft), more or less, as shown and indicated as “TEMPORARY EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof; to be used during the period of construction only for the purpose of creating the necessary supporting slope, and all rights in said temporary easement hereby granted to Baltimore County, Maryland, shall upon completion of construction of the entire project, terminate and revert to the Grantor.

Being a portion of the property which by deed dated _____, ____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor herein.

TO HAVE AND TO HOLD an easement over the above property unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, for public highway purposes.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary to maintain said easement, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor, its successors and/or assigns, nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Sight Line Easement-U

RW
J.O.
Item
Election Dist.:

SIGHT LINE EASEMENT

THIS SIGHT LINE EASEMENT, Made this ____ day of _____, in the year _____, by and between _____, Grantor, and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, Grantee desires to provide an unobstructed line of sight for traffic along _____ by creating a perpetual easement for sight purposes in, on, through, and across the land hereinafter described, and the Grantor is willing to grant such right.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor hereby grants and conveys unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, an easement for sight distance and any other governmental purposes over the hereinafter described easement area. Said easement shall include the right to clear the land and to remove all rocks, soil, trees, shrubbery, vegetation, and improvements; said rocks, soil, trees, shrubbery, vegetation, and improvements to be cleared being situate within the easement area which is described as follows:

BEING KNOWN AND DESIGNATED AS [INSERT LEGAL DESCRIPTION]

Situate in the _____ Election District of Baltimore County, Maryland.

Being a portion of the property which by deed dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor(s) herein.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the easement area for the purpose of grading and removing all rocks, soil, trees, shrubbery, vegetation, and improvements which obstruct the line of sight for traffic along _____; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said easement area by the Grantor, his/her/their personal representatives, successors and/or assigns; nor shall the new grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned Grantor.

ATTEST:

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she/they acknowledged the foregoing Sight Line Easement to be his/her/their act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made

acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Sight Line Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Perpetual Wetlands Mitigation Easement-V

RW
J.O.
Item (M)
Election Dist.:

PERPETUAL WETLANDS MITIGATION EASEMENT

THIS PERPETUAL WETLANDS MITIGATION EASEMENT, made this _____ day of _____, in the year _____, by and between _____, Grantor(s); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, the Grantor(s) is/are the owner(s) in fee simple of all that property situate, lying and being in the _____ Election District of Baltimore County, Maryland, said property being described in a Deed dated _____ and recorded among the Land Records of Baltimore County in Liber _____, folio ____ from _____; and

WHEREAS, Baltimore County, Maryland desires to create, use, protect, preserve and maintain a wetlands mitigation area to replace wetlands disturbed by highway improvement projects within the _____ watershed; and

WHEREAS, acquisition of a Perpetual Wetlands Mitigation Easement can be mutually beneficial to Baltimore County, Maryland, and to the Grantor(s) in attaining the aforementioned wetlands mitigation.

NOW, THEREFORE, in consideration of the sum of One Dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, a wetlands mitigation easement in perpetuity in said real property of the Grantor(s) described as follows:

BEING an easement of irregular dimensions across the property of the Grantor(s), said easement containing _____ acre (____ sq. ft.), more or less, as shown and indicated "WETLANDS MITIGATION EASEMENT" on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof.

Situate in the _____ Election District of Baltimore County, Maryland.

Being a portion of the property which by deed dated _____, _____ and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor(s) herein.

The rights conveyed and relinquished by the Grantor(s) of this Perpetual Wetlands Mitigation Easement and binding and running with the land hereinbefore described are as follows:

SPECIFIC RIGHTS CONVEYED BY GRANTOR

The right of Baltimore County, Maryland, its agents and contractors, to irrevocably enter upon the Perpetual Wetlands Mitigation Easement area:

1. To grade or regrade the land to elevations shown and/or otherwise indicated by plans of the Baltimore County Department of Public Works, identified as _____;
2. To plant, tend and maintain such plantings as are shown and/or otherwise indicated on the aforesaid plans;
3. To cut, trim, prune or remove such trees and brush to accomplish the wetlands mitigation grading and plantings as hereinbefore provided in said plans; and
4. To implement erosion control measures and disease, insect and noxious weed prevention and control measures.

SPECIFIC RIGHTS RELINQUISHED BY GRANTOR

1. The right to develop the easement area;
2. The right to build or establish any structures, of any nature whatsoever, in the easement area, not including maintenance activities on the drainage structure;
3. The right to cut or remove any trees, shrubs, bushes or plantings;
4. The right to quarry, or remove, or store any surface or subsurface minerals or materials;
5. The right to raise general crops and/or livestock farming;

6. The right to alter the general topography of the easement area in any way which will be counter to the expressed intent to create, use, maintain, preserve and protect the wetlands mitigation area;
7. The right to change in whole or in part, the use of the easement area to any other use;
8. The right to engage in any activities affecting drainage, flood control, water conservation, erosion control, soil conservation, or habitat preservation;
9. The right to engage in any activities on any part of the Wetlands Mitigation Site, altering the natural drainage into the mitigation area;
10. Filling or dumping shall not occur within the Wetlands Mitigation Easement;
11. Except as permitted by the Baltimore County Department of Environmental Protection and Sustainability ("EPS"), the Wetlands Mitigation Easement shall not be drained by ditching, underdrains or other drainage systems;
12. Pesticides shall not be stored, used or applied within the Wetlands Mitigation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
13. Animals shall not be housed, grazed or otherwise maintained within the Wetlands Mitigation Easement;
14. Motorized vehicles shall not be stored or operated within the Wetlands Mitigation Easement, except for maintenance and emergency use approved by EPS;
15. Materials shall not be stored within the Wetlands Mitigation Easement; and
16. No development or establishment of structures shall be allowed within the Wetlands Mitigation Easement.

The granting of this perpetual easement does not give the public any right to enter upon the easement area for any purpose.

The Grantor(s) hereby further grant(s) to Baltimore County, Maryland an easement across the remaining property of the Grantor(s) to the Wetlands Mitigation Easement area for the limited and specific purposes of periodic monitoring of the Wetlands Mitigation area, of inspecting and maintaining the said area and of providing for the abatement and correction of

water pollution, erosion and sedimentation of stream channels, wetlands and flood plains, and for no other use or purpose, all of which to be performed upon prior notification to the Grantor(s) before entering the said area for the aforesaid purposes.

TO HAVE AND TO HOLD the land above described and mentioned for a Perpetual Wetlands Mitigation Easement unto the proper use and benefit of Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, forever subject to the rights, easements, privileges and controls hereinbefore mentioned.

AS WITNESS, the due execution hereof by the aforementioned Grantor(s).

ATTEST:

_____ (SEAL)

_____ (SEAL)

STATE OF _____ CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Easement to be his/her/their act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

APPROVED:

Environmental Protection and Sustainability

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Document W - Deed of Easement and Agreement-Access Easement

RW
J.O.
Item (AE)
Election District

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made this _____day of _____, in the year _____, by and between _____, Grantor(s); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, Grantor(s) are the fee simple title owners of certain real property being commonly known as _____, (the “Property”) said premises being also known and designated as:

[INSERT LEGAL DESCRIPTION FROM TITLE DEED]

WHEREAS, the Grantee desires to enter on, through, and across the land hereinafter described (the “Easement Area”), said Easement Area being a portion of the Property, for the purpose of ingress and egress, and the Grantor(s) (is/are) willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar, the receipt and sufficiency of which is hereby acknowledged, the said Grantor(s) hereby grant(s) and convey(s) unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, an easement on, through, and across the Easement Area, for the purpose of ingress and egress, the Easement Area being more particularly described as follows:

[INSERT LEGAL DESCRIPTION]

Situate in the _____Election District of Baltimore County, Maryland.

Being a portion of the property, which by deed dated _____, _____ and recorded

among the Land Records of Baltimore County, Maryland in Liber _____, folio _____ was granted and conveyed by _____ unto _____, the Grantor(s) herein.

AND the Grantor(s) does/do hereby agree that Baltimore County, Maryland, its agents successors and/or assigns, shall have the limited right and privilege of entering upon the aforesaid land, whenever it may be necessary provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor(s), the Grantor(s)' personal representatives, successors and/or assigns; nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned Grantor(s).

ATTEST:

_____ (Seal)

_____ (Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____ and he/she/they acknowledged the foregoing Deed of Easement and Agreement to be his/her/their act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement and Agreement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:_____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
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OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Ay Deed of Easement – Fire Suppression Tank – Document -X

RW
J.O.
Item
Election Dist.:

DEED OF EASEMENT

THIS DEED of EASEMENT, MADE this _____ day of _____, in the year _____, between _____ and _____, of Baltimore County, State of Maryland, Grantors; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors hereby grant and convey unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, an easement for fire suppression purposes, over all that lot of ground situated, lying and being in the _____ Election District, in Baltimore County, State of Maryland, which is described as follows:

BEING an easement of irregular dimensions across the property of the Grantors, said easement containing _____ acre(s) (_____ square feet), more or less, as shown indicated “Fire Suppression Tank Easement Area” on Baltimore County Real Estate Compliance Drawing Number RW _____, which is attached hereto and made a part hereof. **(OR IF EASEMENT IS SHOWN ON A RECORDED PLAT, REFERENCE ACCORDINGLY....“Fire Suppression Tank Easement Area” on record plat.....)**

Together with a temporary easement for construction purposes over the property of the Grantors, containing _____ acre(s) (_____ square feet), more or less, as shown indicated “Temporary Construction Area” on the aforesaid Drawing no. RW _____ which is attached hereto and made a part hereof, said temporary easement shall become null and void upon the completion of the installation of utility facilities in the entire project and the Grantors herein shall hold the property over which the said temporary easement runs, free and clear of said temporary easement.

BEING a limited right of ingress and egress by fire trucks and similar fire emergency vehicles for the purpose of using and operating a fire suppression tank for the public safety purposes in that area of land containing _____ acres (_____ square feet), more or less, as shown and indicated, “Fire Suppression Easement” on Baltimore County

Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof.

FOR TITLE: See deed dated _____ and recorded among the land of records of Baltimore County in Liber _____ Folio _____ from _____ to _____, the Grantors herein.

TO HAVE AND TO HOLD an easement over the above property unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, for public safety purposes.

AND the Grantors do hereby agree that Baltimore County, Maryland, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to draw water from the fire suppression tank to be installed by the Grantee, its successors and/or assigns and lay or install any fire protection equipment that may be necessary from time to time.

AS WITNESS the due execution hereof by the aforementioned Grantor.

WITNESS/ATTEST:

_____ (SEAL)

_____ (SEAL)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and he acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal

Notary Public

My Commission Expires: _____

[OR]

STATE OF _____ CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity] being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity] , and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal

Notary Public

My Commission Expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

Deed of Easement-Turnaround – Document Y

RW
J.O.
Item (E)
Election District

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, in the year ____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of one (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, an easement for the purposes of maintaining a permanent turnaround, and for other governmental purposes, over all that lot of ground situate, lying, and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING an easement on, over, and across the property of the Grantor, said easement containing ____ acre (____ sq. ft.), more or less, as shown and indicated as “TURNAROUND EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW ____, which is attached hereto and made a part hereof.

FOR TITLE: See Deed dated _____ and recorded among the Land Records of Baltimore County in Liber ____, folio ____, from _____ to _____.

TO HAVE AND TO HOLD said easement unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, for the purposes of maintaining a permanent turnaround and for other governmental purposes.

AS WITNESS the due execution hereof by the aforementioned Grantor.

WITNESS/ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

This is to certify that the within instrument was prepared by an attorney admitted to practice

before the Court of Appeals of Maryland.

APPROVED:

Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
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OFFICE OF THE COUNTY ATTORNEY

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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

JOINDER BY TRUSTEES/MORTGAGEE

See Deed of Trust/Mortgage, dated _____, from the Grantor (for the benefit of _____), and recorded among the Land Records of Baltimore County, Maryland in Liber _____, folio _____. The undersigned _____, Trustees (or Substitute Trustee(s))/Mortgagee join(s) herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

(Add substitute trustee information if necessary.)

TRUSTEES/MORTGAGEE

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, Trustee (or Substitute Trustee), and he/she acknowledged the foregoing Joinder by Trustees/Mortgagee to be his/her act as said Trustee (or Substitute Trustee), and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

OR

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, Mortgagee, and he/she acknowledged the foregoing Joinder By Trustees/Mortgagee to be his/her act as said Mortgagee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

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All language on this page is required by Baltimore County for this document.

Deed of Easement-Turnaround – Document Y

RW
J.O.
Item (E)
Election District

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, in the year _____, by and between _____, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WITNESSETH, that in consideration of the sum of one (\$1.00) Dollar, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto Baltimore County, Maryland, its successors and/or assigns, an easement for the purposes of maintaining a permanent turnaround, and for other governmental purposes, over all that lot of ground situate, lying, and being in the ____ Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING an easement on, over, and across the property of the Grantor, said easement containing ____ acre (____ sq. ft.), more or less, as shown and indicated as “TURNAROUND EASEMENT” on Baltimore County Real Estate Compliance Drawing No. RW _____, which is attached hereto and made a part hereof.

FOR TITLE: See Deed dated _____ and recorded among the Land Records of Baltimore County in Liber _____, folio _____, from _____ to _____.

TO HAVE AND TO HOLD said easement unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, for the purposes of maintaining a permanent turnaround and for other governmental purposes.

AS WITNESS the due execution hereof by the aforementioned Grantor.

WITNESS/ATTEST:

_____ (Seal)

_____ (Seal)

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared _____, and acknowledged the foregoing Deed of Easement to be his/her act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[OR]

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, in the year _____, before me, the subscriber, a Notary Public, personally appeared [name of person who made acknowledgement on behalf of the Grantor entity], and that he/she as [title of corporate officer or other description of legal capacity], being authorized to do so, executed the foregoing Deed of Easement for the purposes therein contained, by signing the name of [Name of Grantor] by himself/herself as such [title of corporate officer or other description of legal capacity], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

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before the Court of Appeals of Maryland.

APPROVED:

Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
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[Attach Joinder by Trustee(s)/Mortgagee if applicable]

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