

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") dated _____, _____, is made by and between _____

_____ ("Grantors") and _____
_____ ("Grantees").

WITNESSETH:

WHEREAS, a Conservation Reserve Enhancement Program ("CREP") was established by a Memorandum of Agreement ("MOA") dated October 20, 1997 between the United States Department of Agriculture, the Commodity Credit Corporation and the State of Maryland. One of the provisions of the MOA was the establishment of a voluntary program for the purchase of perpetual easements on Conservation Reserve Program land in order to reduce the sediments and nutrients from runoff in the Chesapeake Bay and enhance wildlife habitats;

WHEREAS, the purpose of this Conservation Easement is to implement the CREP, to preserve and enhance water quality and wildlife habitat, through the maintenance or establishment and maintenance of forested and vegetative riparian buffers, the restoration of wetlands and the retirement of highly erodible lands from agricultural use, all as provided herein; and

WHEREAS, the Grantors own the land described herein and agree to sell this Conservation Easement to the Grantees to restrict the land for the above purpose.

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$ _____) paid by _____, the Grantors hereby grant and convey to the Grantees an easement in perpetuity on the land described in Exhibit A as the "Easement Area" and the "Property" (for access to the Easement Area) (collectively, the "Land") subject to all terms, covenants, conditions, limitations, restrictions and obligations herein (collectively, the "Terms"). It is the intention of the Grantors and the Grantees that this Conservation Easement shall constitute an equitable servitude and restrictive covenant on the Land and shall run with the Land in perpetuity and bind the Grantors, their personal representatives, heirs, successors, assigns and any other person claiming under them.

ARTICLE I. EFFECT OF PREEXISTING CREP CONTRACT

There is a preexisting contract between a federal agency and the Grantors pursuant to the CREP intended to expire on _____ (the "Expiration Date") that affects uses of the Property ("CREP Contract"). In the event that there is a conflict between this Conservation Easement and the CREP Contract during the time when the CREP Contract is effective, the CREP Contract's terms shall prevail to the minimal extent necessary to resolve the conflict. The other Terms of this Conservation Easement shall remain in full force and effect and upon the earlier to occur of either (i) the expiration or termination, for any reason, of the CREP Contract or (ii) the Expiration Date, all Terms shall be in full force and effect. All right, title and interest of the Grantees under this Conservation Easement and in and to the Property is and shall be free and clear of any deeds or other instruments or other rights, titles or interests created or arising subsequent to the recordation of this Conservation Easement.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Maintenance of the Easement Area

(1) Forested Easement Area For those parts of the Easement Area designated on Exhibit A as a “Forested Easement Area,” the following Terms apply:

Grantors agree to maintain a forested area within the Easement Area. In the Forested Easement Area, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, “Vegetation”) except for: (1) nonnative, invasive or noxious Vegetation; (2) dead, insect infested or diseased Vegetation; (3) trees damming or backing up the normal flow of the [Type in name of River, Creek, Stream, Run or other waterway] (“Water Body”); (4) Vegetation, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect rare and endangered species; (5) Vegetation for water-access or water-use related structures with the permission of Grantees; and (6) Vegetation, for one crossing per Water Body for vehicular or livestock traffic to access the remainder of the Property as provided for in a Soil Conservation and Water Quality Plan.

However, the Grantors may harvest trees more than fifty (50) feet from the edge of the Water Body provided, that all of the following conditions are met: (i) prior to, during and following any forest management or harvesting operation, the Grantors shall comply with a Forest Stewardship Plan that is no more than ten (10) years old, at the time of harvest, and that has been prepared by a Maryland licensed forester for the Easement Area, (ii) harvesting and management activities shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the “Guidelines”)*, prepared by the Maryland Department of the Environment or comparable provision of any guidelines or regulations which may replace the *Guidelines* in the future or as they may be amended from time to time and (iii) harvesting of timber in the portion of the buffer from fifty (50) feet to one hundred (100) feet from the edge of the Water Body is limited to selection harvest except for loblolly pine and tulip poplar which may be clearcut. For the purpose of this paragraph, unless a different standard is approved by Grantees, selection harvest means “the removal of the mature timber, usually the oldest or largest trees, either as single scattered individuals or in small groups at relatively short intervals, repeated indefinitely, by means of which the continuous establishment of reproduction is encouraged and an uneven-aged stand is maintained.”

(2) Vegetative Easement Area For those parts of the Easement Area designated on Exhibit A as a “Vegetative Easement Area,” the following Terms apply:

Grantors agree to maintain a vegetative area in the Easement Area consistent with an Operation and Maintenance Plan prepared by the local Soil Conservation District. The Vegetative Easement Area shall consist of perennial or permanent grasses, legumes, forbs and shrubs with a life span of ten (10) years or more (“Grasses”). In the Vegetative Easement Area there shall be no burning, cutting, haying, mowing, seed harvesting, grazing, livestock access, plowing or tilling of Grasses except for: (1) nonnative or invasive Grasses or noxious weeds; (2) dead (not just dormant), insect infested or diseased Grasses; (3) Grasses in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect rare and endangered species; (4) burning with the approval of Grantee in consultation with the Maryland Department of Natural Resources; (5) Grasses for water-access or water-use related structures with the permission of Grantees; and (6) Grasses for one crossing over the [Type in name of River(s), Creek(s), Stream(s), Run(s) or other waterway] (“Water Body”) for vehicular or livestock traffic to access the remainder of the Property, as provided for in a Soil Conservation and Water Quality Plan; (7)

twice yearly burning, mowing or haying so long as such mowing or haying (i) does not take place between April 15 and August 15 or as determined by the Maryland Department of Natural Resources; (ii) is in compliance with a Operation and Maintenance Plan prepared by the local Soil Conservation District Office; and (iii) leaves a height of at least six (6) inches of Grasses if mowed or hayed; and (8) grazing with the approval of the Grantee in consultation with the Maryland Department of Agriculture upon a Declaration of Drought Disaster by appropriate state or federal authorities, so long as such grazing is in compliance with a Operation and Maintenance Plan prepared by the local Soil Conservation District Office.

If the vegetative buffer succeeds to a forested buffer, then the Grantors may:

(a) harvest trees; provided, however, that the following conditions are met: (i) harvesting and management activities, shall be consistent with the *Guidelines*, prepared by the Maryland Department of Environment or comparable provisions of any guidelines or regulations which may replace the *Guidelines* in the future or as they may be amended from time to time and; (ii) the Grantors shall have and comply with a current Forest Stewardship Plan which has been prepared by a licensed forester for the Easement Area prior to conducting any forest management or harvesting operations; and
(b) after harvesting trees in compliance with the preceding paragraph (a), the Grantors may also clear stumps and return the land to a vegetative buffer; provided, however, that the Grantors comply with the 1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control (currently incorporated by reference at COMAR 26.17.01.11) or comparable provisions of any standards, specifications or regulations which may replace the Standards and Specifications in the future or as they may be amended from time to time.

(3) Wetlands Easement Area For those parts of the Easement Area designated on Exhibit A as “Wetlands Easement Area”, the following Terms apply:

In the Wetlands Easement Area, there shall be no burning, cutting, removal, grazing, haying, mowing, plowing, tilling or destruction of trees, shrubs, grasses or other vegetation (collectively, “Vegetation”) except for: (1) nonnative, invasive or noxious Vegetation; (2) dead, insect infested or diseased Vegetation; and (3) Vegetation in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect rare and endangered species. In addition, in the Wetlands Easement Area, there shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, except in connection with a conservation practice approved by a local Soil Conservation District or the Maryland Department of Natural Resources.

(4) Effect of Easement Area Moving If the boundaries of the Easement Area are based on the edge of the Water Body and the Water Body moves, then the Grantors shall allow the portions of the Property not formerly in the Easement Area to succeed to the required forested or vegetative buffer. All other applicable Terms shall apply. (The Grantors and Grantees may, however, agree to amend the description of the Easement Area in Exhibit A, as provided in paragraph V. F., in which case this paragraph II. A. (4) may not be relevant.)

B. Industrial or Commercial Activities on the Easement Area

Industrial, commercial and agricultural uses, including, but not limited, to plowing, tilling, storing and disposal of waste, grazing of livestock, and logging are prohibited in the Easement Area except to the extent expressly permitted in Article II A, “Maintenance of Easement Area”.

C. Construction and Improvements

No building, facility, means of access to the remainder of the Property, or other structure (including, for example, a billboard or outdoor display) shall be placed or constructed in the Easement Area after the date of this Conservation Easement, except for: (i) water-access or water-use related structures with the permission of Grantees; (ii) one crossing per water body for vehicular or livestock traffic to access the remainder of the Property, as provided for in a Soil Conservation and Water Quality Plan, and (iii) structures in connection with a conservation practice approved by the local Soil Conservation District or Maryland Department of Natural Resources.

D. Divisions or Subdivisions of the Buffer Area

The Easement Area itself may not be divided or subdivided without the prior approval of the Grantees. The Easement Area may be divided or subdivided from the remainder of the Property; provided, however, that in no event shall any such division or subdivision affect or be construed as affecting the Grantees' right to access the Easement Area.

E. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, the Grantors hereby grant to the Grantees all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent in the Easement Area, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Easement Area, the Property or to any other property, nor used for the purpose of calculating permissible lot yield of the Easement Area, the Property or any other property.

F. Dumping, Placement, Application or Storage of Materials

No materials may be dumped, placed, applied or stored on the Easement Area, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. However, the Grantors may (1) place otherwise legally permitted pesticides to the extent necessary to control any weeds, insects, pests and other species destructive to the purpose of this Conservation Easement set forth in the recitals hereinabove (all such uses of pesticides shall be consistent with all existing federal, state and local regulations) and, if practicable, outside of the period between April 15 and August 15; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; and (3) create a wetland or wetlands subject to prior written approval of Grantees.

G. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. However, the Grantor may excavate materials (1) reasonably necessary for the purpose of combating erosion or flooding, and (2) reasonably necessary for the creation of a wetland or wetlands subject to the prior written approval of Grantees.

H. Diversion of Water

Except with the approval of the Grantees, the Grantors shall not alter or permit the alteration of the stream channel of the Water Body for the sole purpose of changing the location of the Water Body, unless

said alteration is necessary to protect the integrity of a residence, accessory structure to the residence or agricultural structure, which in all cases must have been originally constructed outside of the Easement Area.

I. Right of Inspection

Grantees, their employees and agents and their successors and assigns, have the right with reasonable notice, to enter the Property and the Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantors, their personal representative, heirs, successors or assigns are complying with the Terms of this Conservation Easement.

J. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Easement Area.

K. Reserved Rights

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

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by the Grantors, the Grantees may, after reasonable notice to the Grantors, exercise any or all of the following remedies:

1. institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and
2. require that the Easement Area be restored promptly to the condition required by this Conservation Easement.

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

B. Effect of Failure to Enforce

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

C. Effect of Multiple Grantees

Each Grantee has independent authority to enforce the provisions of this Conservation Easement. In the event that the Grantees do not agree as to whether the Grantors are complying with the Terms, each Grantee may proceed with enforcement actions without the consent of the other Grantees.

ARTICLE IV. EXHIBITS

Any exhibits described in this Conservation Easement are hereby made a part of this Conservation Easement as if fully stated herein.

ARTICLE V. MISCELLANEOUS

A. Notification by the Grantors of a Grant, Conveyance or Other Transfer

The Grantors shall notify the Grantees in writing of the names and addresses of any party to whom the Property or the Easement Area is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. The Grantors shall make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is granted, conveyed or otherwise transferred. The Grantors shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of the Property or the Easement Area.

B. Effect of Laws Imposing Affirmative Obligations on the Grantors

If any applicable State or federal law imposes affirmative obligations on owners of land which if complied with by the Grantors would be a violation of a Term of this Conservation Easement, the Grantors shall: (i) if said law requires a specific act without any discretion on the part of the Grantors, comply with said law and give the Grantee written notice of the Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantors begin to comply; or (ii) if said law leaves to the Grantors discretion over how to comply with said law, use the method most protective of the purpose of this Conservation Easement set forth in the recitals hereinabove.

C. Notices to the Grantees

Any notices by the Grantors to the Grantees pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to _____

and to such other address as the Grantees may establish in writing on notification to the Grantors.

D. Approval of the Grantees

In any case where the Terms of this Conservation Easement require the approval of the Grantees, such approval shall be requested by written notice to each of the Grantees. Such approval shall be deemed to have been given unless within sixty (60) days after receipt of notice either of the Grantees mail notice to the Grantors of disapproval and the reason therefore. Unless the Grantees' approval is deemed to have been given in accordance with the prior sentence, any approval shall be written. The Grantees will take

into account the Terms and purpose of this Conservation Easement in determining whether to give such approval, but their decision shall be final and in their sole discretion. The Grantees will coordinate their review; however, the approval of one Grantee shall in no way be deemed to be the approval of all Grantees, it being the intention that each Grantee has independent authority to disapprove and enforce the Terms of this Conservation Easement.

E. Rights of State of Maryland as to Enforcement and Amendment

The Grantors and the Grantees agree that the State of Maryland, which has provided necessary funding for acquisition of this Conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the State of Maryland shall have the right to enforce all of the Terms of this Conservation Easement, against both the Grantees and the Grantors. In addition, this Conservation Easement may only be amended by a written document that is executed by the Grantors and the Grantees, approved by the State of Maryland and recorded among the land records of the appropriate jurisdiction for the Easement Area. Proof of the State's approval shall accompany or be attached to said document. This paragraph and this Conservation Easement are not intended to create a charitable trust.

F. Amendment of Definition of Easement Area

The Grantors and the Grantees understand that if the Water Body changes course or for any other reason, one party may request to relocate, resurvey or redescribe the Easement Area to revise or alter its description. If the Grantors and the Grantees agree, with the approval of the State of Maryland to a new description, then the cost of said work shall be the responsibility of the party requesting the new description (unless the parties agree otherwise). If the legal description of the Easement Area follows the edge, bank, course or channel of the Water Body as it exists from time to time, then the Grantees and the State of Maryland shall agree to a reasonable and accurate legal description, including a description whose boundaries will not move over time.

G. Mortgages and Deeds of Trust

The Grantors certify that a copy of this Conservation Easement has been provided to all mortgagees, and trustees and beneficiaries of deeds of trust affecting the Easement Area, if any, as of the date of this Conservation Easement, and each such mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded among the Land Records at the time of recording of this Conservation Easement.

H. Condemnation

By acceptance of this Conservation Easement by the Grantees and the Maryland Board of Public Works, the purposes of the Easement Area as restricted for agricultural, forestry, natural and cultural resource preservation are hereby considered to be the highest public use of the Easement Area. Whenever all or part of the Easement Area is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantors and the State of Maryland Department of Natural Resources, Program Open Space ("POS") shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of the relative real estate interests of the Grantors and the Grantees (which POS shall receive).

I. Effect of One Grantee or One Grantor

This Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Term assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be.

J. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the State of Maryland.

K. Effect of Laws and Other Restrictions on the Easement Area

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Easement Area and any real estate interests imposing restrictions to the Easement Area.

L. Entire Agreement and Severability of the Terms

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

M. Successors

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

N. Real Property Taxes

Except to the extent provided for by State or local law, nothing herein contained shall relieve the Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Easement Area.

O. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

TO HAVE AND TO HOLD unto the Grantees, their successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property and the Easement Area.

AND said Grantors hereby covenant that they have not done or suffered to be done any act, matter of thing whatsoever, to encumber the Easement Area and the access to the Easement Area hereby conveyed, that they will warrant specially the Easement Area and the access to the Easement Area granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals.

GRANTORS:

_____(SEAL)
name:
title:(if applicable)

_____(SEAL)
title:(if applicable)

_____(SEAL)
title:(if applicable)

GRANTEES:

_____(SEAL)
name:
title:(if applicable)

_____(SEAL)
name:
title:(if applicable)

I hereby certify that this Conservation Easement has been prepared by or under the supervision of the undersigned attorney.

Attorney at law

Approved as to legal form and sufficiency. "Approved" means the document meets the legal requirements for a deed if Exhibit A is completed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Office of the Attorney General
Department of Natural Resources
August 2000

Assistant Attorney General

[If a Grantor is just signing for himself/herself (not signing on behalf of a corporation, partnership or other legal entity or as a trustee) use this notary certificate:]

State of _____
County of _____

On this the _____ day of _____, 200____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Conservation Easement and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[If a Grantor is just signing for himself/herself (not signing on behalf of a corporation, partnership or other legal entity or as a trustee) use this notary certificate:]

State of _____
County of _____

On this the _____ day of _____, 200____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed of Conservation Easement and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[If a Grantor is signing on behalf of a corporation, partnership or other legal entity or is a trustee, use this notary certificate:]

State of _____
County of _____

On this the _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ [type in person's name], _____ [type in person's title] of _____ [type in name of corporation or other entity], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[If a Grantor is signing on behalf of a corporation, partnership or other legal entity or is a trustee, use this notary certificate:]

State of _____
County of _____

On this the _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ [type in person's name], _____ [type in person's title] of _____ [type in name of corporation or other entity], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[If a Grantee is signing on behalf of a corporation, partnership or other legal entity or is a trustee, use this notary certificate:]

State of _____
County of _____

On this the _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ [type in person's name], _____ [type in person's title] of _____ [type in name of corporation or other entity], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[If a Grantee is signing on behalf of a government agency:]

State of _____
County of _____

On this the _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ [type in person's name], _____ [type in person's title] of _____ [type in name of government agency], known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

Commission expires _____

[Note: With the supervision of an attorney, additional notary certificates may be inserted.]

Exhibit A

[Note: An attorney will need to approve all of the language in Exhibit A.]

The “Property” is described as follows:

[If necessary due to a lack of space, the drafter may insert additional pages to Exhibit A.]

The “Easement Area” is described as follows:

[Here is some sample language that might be helpful for the drafter:

1. The Easement Area is all that portion of the Property within ___ feet from the edge of the Water Body as it exists from time to time, including that portion of the Property lying underneath the Water Body. The edge of the Water Body is defined as follows: If the Water Body is tidal, then the edge is the mean high tide line. If the Water Body is not tidal, the edge is the bank of the Water Body, the point where erosion from the Water Body stops and stable soil starts, usually denoted by a marked change in elevation. If the Water Body is an intermittent stream, the Easement Area shall be measured from the centerline of the stream, which shall be the “edge” for purposes of the Terms of this Conservation Easement.
2. The Easement Area is all that portion of the Property described as (insert metes and bounds description or description based upon GPS).]

The “Forested Easement Area” is described as follows:

(Example for a portion of a moving easement: That portion of the Easement Area commencing at the southeastern edge of the Property and continuing for the first 600 feet of the length of the Water Body. If the Forested Easement Area is the whole Easement Area, then just write: All of the Property described as the Easement Area.)

The “Vegetative Easement Area” is described as follows:

The “Wetlands Easement Area” is described as follows:

[Note: The following forms may be used as the basis for subordinations of mortgages and deeds of trust, as the case may be. If these forms are used, they should be recorded as part of the CREP Easement (before the Exhibit A) with page numbers at the bottom beginning with page 14. No matter what forms are used, an attorney should supervise their drafting and execution.]

[If mortgage]

(Name of bank or individual), a corporation organized and existing under the law of the State of _____, [omit if mortgage is seller financed by individuals(s)] who is the Mortgagee under a Mortgage, dated _____, given by (name of property owner _____), and recorded among the Land Records of _____ County, Maryland in Liber _____, folio _____, hereby joins in the execution of this Conservation Easement for the express purpose of subordinating its respective right, title and interest under such Mortgage and in and to the Property to the operation and effect of this Conservation Easement.

IN WITNESS WHEREOF, the Mortgagee has executed and ensealed this Subordination Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative this _____ day of _____, 200__.

WITNESS: [NAME OF BANK]

_____(SEAL)
Title

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [he/she] is the [TITLE: i.e. President, VP, etc] of [NAME OF BANK], a corporation organized and existing under the law of _____, that [he/she] has been duly authorized to execute, and executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

[If deed of trust]

_____ and _____, Trustees, and [NAME OF BANK], a corporation organized and existing under the law of the State of _____, who are respectively, the trustee and the beneficiary under a deed of trust dated _____, given by [NAME OF PROPERTY OWNER] and recorded among the Land Records of _____ County, Maryland, in Liber _____, folio _____, hereby join in the execution of this Conservation Easement for the express purpose of subjecting all of their respective right, title and interest under such deed of trust and in and to the Property to the operation and effect of such Conservation Easement.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Subordination or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this _____ day of _____, 200__.

WITNESS:

Trustee _____ (SEAL)

Trustee _____ (SEAL)

ATTEST: [Name of Bank], a corporation organized and existing under the law of the State of _____,

By: _____ (SEAL)
Name
Title

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 200 __, before me, a Notary Public for the state and county aforesaid, personally appeared _____, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] has executed it as trustee for the purposes therein set forth, and that it is [her/his] act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 200 __, before me, a Notary Public for the state and county aforesaid, personally appeared _____, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] has executed it as trustee for the purposes therein set forth, and that it is [her/his] act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 200 __, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that [she/he] is the _____ of [NAME OF BANK], a corporation organized and existing under the law of _____, that [she/he] has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.