

Tax Account ID(s) as of date of recordation of this Deed: \_\_\_\_\_

**This document is exempt from recordation tax and transfer tax pursuant to Maryland Code Ann., Tax Property Art., §§ 12-108(a) and 13-207(a)(1).**

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

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT (“Conservation Easement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_, having an address at \_\_\_\_\_ (collectively, “Grantors”) and the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES, having an address at 580 Taylor Avenue, Annapolis, MD 21401 (“DNR” or the “Department”) and [either 1) a land trust \_\_\_\_\_, a Maryland nonprofit corporation, having an address at \_\_\_\_\_ (“ ”) or 2) a county government \_\_\_\_\_] [Drafter: Remove DNR/Land Trust if County is solely holding] having an address at \_\_\_\_\_ (“ ”) (collectively, “Grantees”).

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

WHEREAS, the Department of Natural Resources is a principal department of the government of the State of Maryland created pursuant to Md. Code Ann., Natural Resources § 1-101(a) (2023 Repl. Vol., as amended from time to time) for the purpose generally of preserving and maintaining the natural resources of the State;

*[Note to Drafter- insert when a land trust is co-grantee:*

*WHEREAS, \_\_\_\_\_ Land Trust, Inc. is a nonprofit tax exempt organization within the meaning of the Internal Revenue Code, 26 USCA § 501(c)(3) (2019) (“IRC”), established for \_\_\_\_\_, and is a “qualified organization” within the*

*meaning of IRC §170(h)(3) and has executed a cooperative agreement with the Maryland Environmental Trust.]*

*[Note to Drafter- insert when County is a co-grantee and not a local land trust:*

*WHEREAS, \_\_\_\_\_, County, Maryland is a local government with a Rural Legacy Plan approved under the Rural Legacy Program administered by DNR through which it is entitled to hold easement interests with DNR as a co-grantee;]*

*[Note to Drafter to insert the following three recital paragraphs when the Navy is an easement co-holder:*

*WHEREAS, the United States Navy (“Navy”) is a branch of the United States Department of Defense and under 10 U.S.C. §2684a may enter into agreements with eligible entities to address the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace for purposes of limiting any development or use of the property that would be incompatible with the mission of the installation; or preserving habitat on the property;*

*WHEREAS, the Navy operates out of the [insert location near property, e.g. Naval Air Station Patuxent River], Maryland (the “Installation”), and its associated Atlantic Test Range (“ATR”), a set of land, air and sea assets that are critical to maintaining the nation's readiness for warfare, peacekeeping and humanitarian missions worldwide and the ATR overlies {insert name of Rural Legacy Area} and other environmentally sensitive areas in Maryland, creating an overlapping interest amongst Grantees.*

*WHEREAS, the Navy has an interest in maintaining the rural character of lands under the ATR, protecting the public’s safety, minimizing noise complaints related to increased population growth, and preventing incompatible development that causes encroachment to the mission of the Installation.]*

WHEREAS, the Rural Legacy Board, established in the Department, has been authorized under Md. Code Ann., Nat. Res. § 5-9A-01 et seq., to administer the Rural Legacy Program and to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas.

WHEREAS, the Grantors own in fee simple \_\_\_\_ acres, more or less, of certain real property in \_\_\_\_\_ County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by \_\_\_\_\_ by Deed dated \_\_\_\_\_ and recorded among the Land Records of \_\_\_\_\_ County, Maryland in Liber \_\_\_\_, Folio \_\_\_\_ (the “Property”). The address of the Property is \_\_\_\_\_. The Property is identified on tax map \_\_\_\_, parcel \_\_\_\_;

WHEREAS, the Property consists of \_\_\_\_\_ acres of [agricultural land, woodlands, open fields, etc...]; a portion of the [stream or river]; shoreline on the [Chesapeake Bay, Deep Creek Lake, etc...]; relatively natural habitat for [significant flora or fauna]; scenic value of significant public benefit [along road, street, highway, or navigable waterway];

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the Conservation Purposes set forth below.

These Recitals are incorporated into this Deed as if set forth below.

#### ARTICLE I. CONSIDERATION, GRANT AND DURATION OF EASEMENT

A. The Rural Legacy Board has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Grantors as full monetary consideration for granting this Conservation Easement.

*[Note to Drafter- IF NAVY IS A CO-GRANTEE AND PAYS FOR THE EASEMENT:*

*The Navy has paid the sum of XXXXXX Dollars (\$XXXX.00) to Grantors as partial consideration for granting this Conservation Easement.]*

*[Note to Drafter- Insert in the case of a bargain sale and consult with OAG on additional language that may be warranted:*

*The [INSERT GRANTEE/FUNDING SOURCE] has agreed to pay the sum of \_\_\_\_\_ Dollars and 0/100 Cents (\$\_\_\_\_\_) to Grantors as partial monetary consideration for granting this Conservation Easement;]*

B. In consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the facts stated in the recitals and the covenants, terms, conditions and restrictions (the “Terms”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors, for themselves, their personal representatives, successors, and assigns, unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, on, and over the Property, for the purpose of ensuring the perpetual preservation and conservation of the Property by restricting and limiting the use and development of the Property in perpetuity.

C. This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XII, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees and by the State of Maryland, acting by and through the Rural Legacy Board (“RLB”) against Grantors and their personal representatives, heirs, successors, assigns and all future owners of the Property. Grantor and Grantee acknowledge and agree that the RLB is a primary party of interest under this Conservation Easement and an intended third-party beneficiary hereunder. The Parties agree that the State of Maryland, acting by and through the RLB may initiate legal action to enforce the terms of the Conservation Easement acquired with Rural Legacy funds.

## ARTICLE II. CONSERVATION ATTRIBUTES AND CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include: certain natural, agricultural, forestry, environmental, scenic, cultural, rural, *[Optional when offered for no consideration, or when purchased without Rural Legacy Funds: historical, archeological,]* woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition, for the following Conservation Purposes: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit; and (4) the preservation of historically important land areas or certified historic structures (“Conservation Purpose”). *[Note to drafter: remove items 1-4 as applicable]*.

The intention of the Grantors and Grantees is for this Conservation Easement to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Purposes. The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance, or construction of those Structures (as defined below) that exist on the Property or are allowed herein.

## ARTICLE III. DEFINITIONS

A. “Agriculture” or “Agricultural” means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation,

the related activities of: tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, irrigation, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

B. “Buffer” means a naturally vegetated area consisting of warm or cool season grasses, shrubs and or trees/forest, or an area established in vegetation of native warm or cool season grasses, shrubs, and or trees/forest that is maintained to protect the adjacent aquatic resources, shoreline/streambank, and the area of habitat along shoreline/stream from manmade disturbances, sediment, excess nutrients, and potentially harmful substances in stormwater runoff. Buffer does not mean a vegetated area composed of turf grass or lawn. Provisions for the Buffer on the Property are in Article IV.K. of this Conservation Easement.

C. “Building” means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property.

*[Option to Drafter: If the grant is a bargain sale and the landowner is being compensated only for a portion of the easement with an intent to seek a charitable contribution tax deduction, then the easement must include defined Building Areas and an Exhibit G showing those areas. However, the landowner may also choose to utilize this "Building Area" option even when it's not a bargain sale if the landowner desires to reserve the right to engage in uses of the Property that require definition of a Building Area.]*

D. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of generating revenue or other benefit to Grantor, their designees, or such third party from the exchange of goods or services by sale, barter, or trade, as well as any activity generally recognized as commercial by zoning authorities in this State. “Commercial” specifically includes, by way of example and not limitation, any industrial, warehouse, office, and/or marina use or activity.

E. “Conservation Attributes” are those specific features of the Property listed and described further in Exhibit B that are worthy of perpetual protection by this Conservation Easement.

F. “Conservation Purposes” means purposes of this Conservation Easement as set forth in Article II.

G. “Dwelling Unit” means a Building that contains one or more rooms arranged for independent living facilities for at least one person including provisions for (i) sanitation; (ii) cooking; (iii) sleeping; and (iv) other activities routinely associated with habitation; and also means any Building used or occupied as a dwelling, that does not have a foundation or footer, for

example a mobile home or a trailer.

H. “Ecosystems Services” are those services allowed pursuant to, and in accordance with, Nat. Res. § 5-9A-05, if such services are approved by DNR, for the protection, management, maintenance, or improvement of (i) climate resilience, (ii) carbon sequestration, (iii) the provision of wildlife habitat, (iv) contribution to forest health, or (v) the protection or restoration of wetlands.

I. “FIDS” means forest interior dwelling bird species.

J. “FIDS Guidelines” means the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines published June 2, 1999 by the Maryland Department of Natural Resources, or comparable guidelines, regulations or other requirements which may replace the June 2, 1999 FIDS Guidelines in the future.

K. “Forest Areas” means a biological community dominated by trees and other woody plants covering a land area of one acre or greater, or a land area of one acre or greater which formerly had such a biological community and is not currently developed, cleared for Agricultural use, or otherwise converted. The Property contains approximately \_\_\_\_\_ acres of contiguous Forest Area described as a Conservation Attribute in Exhibit B and as identified on Exhibit E. *[Note to Drafter: remove this definition from Article IV if a Forest Stewardship Plan is not required]*

L. “Forest Stewardship Plan” has the same meaning as that which is contained in Nat. Res. § 5-101(f).

M. “Grantee(s)” means the State of Maryland to the use of the Department of Natural Resources, *[insert co-holder if any, delete State of Maryland if State/DNR is not co-holding]*, and any successor or assign.

N. “Grantor(s)” means the current fee simple owner(s) of the Property, their successors, personal representatives, heirs, and assigns, and all future owners of the Property.

O. “Gross Floor Area” means the area of a Building calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages but excluding basements, attics, and unenclosed decks.

P. “Lien” means a mortgage, lien, or other encumbrance securing the payment of money.

Q. “Lienholders” means any person who has a Lien on the Property including but not limited to all mortgagees, all beneficiaries and/or trustees of deeds of trust, and other creditors whose debts are secured by the Property.

R. “Means of Access” means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to allowed uses and Structures.

S. “Original Grantor(s)” means the Grantors who signed this Conservation Easement on the date set forth above.

T. “Passive Recreation” or “Passive Recreational” as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross-country skiing.

U. “Private” means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the allowed Dwelling Unit(s) on the Property.

V. “Provisions” means the covenants, terms, conditions, and restrictions in this Conservation Easement.

W. “Rural Legacy Board” means the Rural Legacy Board established in the Department of Natural Resources under Nat. Res. §5-9A-03, to administer the Rural Legacy Program and to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas.

X. “Structure” means anything constructed or erected typically with a fixed location on the ground or attached to something typically having a fixed location on the ground.

Y. “Utilities” means non-Commercial utilities to serve allowed uses and Structures on the Property only and includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems, and renewable energy systems, including, but not limited to: solar energy devices; geothermal heating and cooling systems; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems not otherwise prohibited by law.

Z. “Vegetation” means trees, shrubs, grasses or other plants.

AA. “Wetlands” means portions of the Property defined by Maryland law or federal law as wetlands at the time of the proposed activity.

#### ARTICLE IV. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and allowed activities, uses, and Structures on the Property encumbered by this Conservation Easement. All manner of industrial activities and uses are prohibited. In addition to the specifically enumerated Provisions described below, other uses of the Property that are otherwise consistent with the Conservation Purposes of this Conservation Easement are allowed. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantees in writing before undertaking such activity.

B. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors and activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes and Conservation Purposes identified herein, and including: water quality, air quality, land/soil stability and productivity, wildlife habitat, forested areas, wetlands, scenic and cultural values, and the natural topographic and open space character of the Property.

C. Agricultural Uses and Activities. Agricultural uses and activities allowed by local, state, and federal law are allowed on the Property on a Commercial and a non-Commercial basis.

*[If CAFO prohibition Option is used, include reference here (see Article IV.T.)]*

*[Optional if the Property is entirely wooded, meaning there is no tilled, pasture, or other active Agricultural use]:* Agricultural and Forestry Uses and Activities. “Forestry” means the science, art, and practice of creating, managing, using, and conserving forests and associated resources, such as timber, in a sustainable manner. Forestry also includes sustainable cultivation, under the natural forest canopy in the Forest Area (as defined below), of non-timber forest products including, by way of example and not limitation, mushroom, ginseng, berries, and nuts.

Forestry uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis. Forestry uses are subject to the provisions of Article III.L. below.

“Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, plants and other such non-



woody vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry. Agricultural uses and activities are not permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

D. Commercial Uses and Activities. Commercial activities and uses that are allowed shall be limited to those appropriate to the size and location of the Property and shall not materially and adversely affect the Conservation Purposes and Conservation Attributes.

The following Commercial uses and activities are allowed:

- i. Commercial activities conducted within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, a bed and breakfast); or occasional activities (such as fundraisers) within allowed Structures or outdoors;
- ii. Commercial activities related to Agriculture inside of Structures or Buildings used for Agriculture (for example: farm machine repair shop or seed and mineral shop);
- iii. seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property such as: hay-rides, corn mazes, farm animal petting zoo, pick your own produce, and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities, such as the sale of apple cider at one of the above-referenced activities;
- iv. production, processing, and sale, within an allowed Structure, of Agricultural products and derivatives, which are sourced from the Property or another property owned or leased by Grantors;
- v. Commercial services related to equestrian sports: events, shows, horse boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and
- vi. Commercial Passive Recreational uses and activities are allowed on the Property but shall be limited to those appropriate to the size and location of the Property and shall not materially and adversely affect the Conservation Purposes and impact Conservation Attributes. Structures associated with these uses are only allowed pursuant to Article IV.G.v below.

- vii. Leasing the Property or a portion of the Property for Commercial Passive Recreational hunting in accordance with the provisions of Article IV.E. below.

E. Private Passive Recreational Uses and Activities. Private Passive Recreational uses and activities are allowed on the Property but shall be limited in scale and intensity to those appropriate to the size and location of the Property and shall not materially and adversely affect the Conservation Purposes and impact Conservation Attributes.

F. Prohibition of Commercial Improvements. Buildings, Structures, and any other improvements used for the following activities or uses are prohibited:

- i. Industrial activities and uses;
- ii. Small-animal kennel operations;
- iii. All Commercial uses and activities not expressly allowed by Article IV.D.;
- iv. Athletic leagues, competitions, or tournaments, and golf; or
- v. motor cross; all-terrain vehicle (“ATV”); off-road vehicle (“ORV”); and off highway vehicle (“OHV”) riding.

This paragraph shall not be construed to prevent the Grantors from traversing the property in an ATV, ORV or OHV in a manner consistent with the Provisions of this easement.

G. Structures, Buildings, Dwelling Units, and Means of Access. Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, unless reserved to the Grantors as stated within this section or included among those listed in Exhibit C:

- i. \_\_\_\_\_ (\_\_\_\_) single-family detached Dwelling Unit(s). The/An allowed Dwelling Unit may be remodeled, renovated, replaced, or maintained without the prior written approval of Grantees. The location or relocation of the/a Primary Dwelling Unit, or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees’ approval as further set forth in Article VI below. *[Note to Drafter: If the easement is granted as a bargain sale, include the following statement: “The location or relocation of the/a Primary Dwelling Unit must be contained completely within the Building Area depicted and described on Exhibit G.”] [Optional: Gross floor area of [x] square feet limitation]*
- ii. \_\_\_\_\_ (\_\_\_\_) Dwelling Unit(s) accessory in nature to a Primary Dwelling Unit to provide the following types of housing: detached guest house, detached caretaker residence, detached farm manager’s or employee’s house,

detached pool house or detached boat house if either Structure meets the definition of Dwelling Unit herein, apartment within a barn, or accessory apartment located within a Primary Dwelling Unit described in paragraph (1) above (“Accessory Dwelling Unit”). *[If no Accessory Dwelling Units are to be allowed, then use the following language: “Zero (0) Dwelling Unit(s) accessory in nature to a Primary Dwelling Unit. Accessory Dwelling Units are defined as, but are not limited to, the following types: detached guest house, detached caretaker residence, detached farm manager’s or employee’s house, detached pool house or detached boat house if either Structure meets the definition of Dwelling Unit herein, an apartment within a barn, or accessory apartment located within a Primary Dwelling Unit described in paragraph (i) above (“Accessory Dwelling Unit”).]*

Each Accessory Dwelling Unit may not exceed a gross floor area of one thousand five hundred (1,500) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements and attics. The location or relocation of an Accessory Dwelling Unit or the conversion of any previously non-residential Structure to an Accessory Dwelling Unit shall be subject to Grantees’ approval as further set forth in Article VI below.

- iii. An apartment within a Structure such as a barn, and an accessory apartment located within a Dwelling Unit shall constitute a Dwelling Unit for purposes of calculating the maximum number of Dwelling Units allowed on the Property pursuant to this Conservation Easement. The total number of all Dwelling Units on the Property shall never exceed \_\_\_\_ ( ), inclusive of those \_\_\_\_ ( ) Dwelling Units identified in Exhibit C and the location of any new Structure containing a Dwelling Unit shall be subject to Grantees’ approval as further set forth in Article VI below.
- iv. Non-residential accessory Structures designed, constructed, and utilized for the purpose of serving the/a Dwelling Unit(s), for example: a detached garage; a well house; a boat house; a pool house; or a swimming pool; *[when using Building Area option “must be contained completely within the Building Area depicted and described on Exhibit G”]*
- v. Non-residential Structures related to allowed Commercial or Private Passive Recreational uses and activities such as hunting, boating, or orienteering, including, but not limited to deer stands or waterfowl blinds, or water-dependent Structures such as piers or docks (such water-dependent structures

being subject to Grantees' approval as set forth in Article VI), as long as they do not diminish or negatively impact the Conservation Purposes of the Property;

- vi. Non-residential Structures designed, constructed, and utilized in connection with the Agricultural uses of the Property [*Option to drafter in case of bargain sale add "must be contained completely within the Building Area depicted and described on Exhibit G."*] This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed, or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property.

*[Option to drafter in case of bargain sale add: "Run in sheds, loafing sheds, open sided haysheds, and other similar small Structures utilized for Agriculture may be located outside the Building Area, (which shall not be located in the 100 foot Buffer as required by Article IV.K., and shall not be located within the Forest Area or Wetlands), provided that: (i) each singular Structure shall not exceed a footprint of 500 square feet; (ii) the Structures and location of such Structures shall not materially and adversely affect the Conservation Purposes and Conservation Attributes, and (iii) said Structures shall not be used for those Commercial uses allowed by Article V.D. Grantees may approve larger Structures for Agricultural use located outside of the Building Area pursuant to Article VI. In such cases the location, size and height of the Structure shall be subject to Grantees' approval as further set forth in Article VI below;"]*

- vii. Means of Access serving the Structures set forth above in III.E and other allowed uses; provided, however, that any new Means of Access for an allowed Dwelling Unit or an allowed Commercial use is subject to Grantees' approval in accordance with Article VI below; and
- viii. Fencing, fences, and gates, may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities allowed by this Conservation Easement as long as they do not diminish or negatively impact the Conservation Purposes of the Property.
- ix. The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property or [ ] square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete,

and asphalt, excluding however, reasonable means of access to the Dwelling Unit(s), so long as such access does not exceed an average of twenty (20) feet in width.

H. Utilities. Grantor may repair and replace existing Utilities and may install new Utilities that are sized and designed to serve the Property only but may not do so for the purpose of facilitating development, use, or activities on an adjacent or other property. Cellular communication Structures are prohibited. Solar energy devices or Structures may be installed or maintained on an allowed Building, or with the approval of Grantees pursuant to Article VI, on a Structure that is not a Building. *(Note to drafter: If there is a Building Area, insert “Grantor must notify Grantees before installing a solar energy device or Structure on a Structure that is not a Building, but approval is not required”).* To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors’ utility bill or sold to the utility and shall not constitute an impermissible Commercial activity.

I. Grants to Others Across and Upon the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of both Grantees, as per Article VI. Other conservation easements and overlay easements may only be granted to any person or government agency in, on, over, or under the Property with the prior written approval of Grantees per Article VI.

J. Subdivision. The division, partition or subdivision (“Division”) of the Property, for any purpose, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the \_\_\_\_ ( ) parcels of land that currently constitute the Property is prohibited. If the Property is comprised of multiple parcels at the time of the grant of this Conservation Easement, then the \_\_\_\_ ( ) separate parcels that constitute the Property *(provide list of tax parcels here – Tax Map \_\_, Parcel \_\_, Tax Map \_\_, Parcel \_\_, etc...; and provide statement about the presence of \_\_ separate deed parcels, if any; RLP staff and the AAG can assist with the wording)* shall remain in common ownership as if the Property were only one (1) parcel. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

*Optional:* Notwithstanding the general prohibition on Division of the Property, Grantors may, subject to Grantees’ approval as further set forth in Article VI below, divide or subdivide the Property into \_\_ parcels as follows:

- i. \_\_\_\_ lots subdivided for the purpose of exercising a reserved Dwelling Unit right(s), each of which must not exceed the minimum size permitted by State and local government *[Optional: larger acreage size may be requested by landowner if it does not adversely impact the Conservation Attributes and*

*Conservation Purposes; then each of which must not exceed \_\_\_\_\_acres.]* and may be separately owned. The location of such lot(s) shall be designed to minimize adverse impacts to the Conservation Attributes and Conservation Purposes and shall be subject to Grantees' approval as further set forth in Article VI below. An Accessory Dwelling Unit, if allowed, may never be subdivided from its Primary Dwelling Unit.

- ii. \_\_\_\_ lots subdivided for Agricultural uses or activities, Forest management, or unimproved open space, which may be separately owned. The location of such lot(s) shall be designed to minimize adverse impacts to the Conservation Attributes and Conservation Purposes and shall be subject to Grantees' approval as further set forth in Article VI below.
- iii. The total number of parcels that may be separately owned on the Property shall never exceed \_\_\_\_.
- iv. No such Subdivision will be approved if it could result in any portion of the Property being removed from this Conservation Easement.

*[Optional: only included in certain circumstances such as when the Property is divided by a public road]* 2. Grantees, may, however, approve the Subdivision of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition.

K. Buffer Requirements. *[option: If no waterbody or shoreline exists on the Property then remove the text and insert "Intentionally Omitted" for Article IV.K. This will preserve all the cross references that follow in the document.]* A one-hundred (100) foot [forested or vegetative] buffer along each side of the \_\_\_\_\_ River (Creek, etc...) measured from the mean high water line *[Note to Drafter: as appropriate or if a non-tidal waterbody replace "mean high water line" with "top of the bank"]* is required on the Property. *[Note: Forested buffer is preferable in most circumstances] [Optional language when there are no current perennial streams, but there are ditches: "If, in the future, the existing ditches or agricultural ditches on the Property are restored or maintained as non-tidal intermittent or perennial streams, Grantors shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty (50) foot buffer strip shall be required along each side of any such future streams.]* Grantors shall maintain such Buffer if it currently exists or allow it to naturally revegetate or plant such Buffer with native species. Once established, Grantors shall not disturb such Buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access and allowed Structures associated with that use, subject to Grantees' approval, per Article VI; (3) access to the water for irrigation of the

Property; (4) control of non-native and invasive species by means of mowing or removal of dead, diseased, or infected trees as provided for in Article III.N below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; and (8) the existing \_\_\_\_\_ (*Note to Drafter: list existing Structure(s) located within the Buffer*), as described in Exhibit C. [*Optional if the buffer is not entirely forested which does not mean forested buffers should not be the standard, but for those unique instances when the entire buffer is not forested: Seasonal mowing of portions the Buffer that are native warm or cool season grasses not dominated by woody vegetation as a means of maintaining native warm or cool season grasses does not constitute a prohibited disturbance.*] Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the Buffer.

L. Wetlands. The diking, draining, filling, dredging or removal of Wetlands is prohibited. The creation, restoration and maintenance of Wetlands and man-made ponds is allowed with all necessary and appropriate local, state, or federal permits. The maintenance of Agricultural drainage ditches is allowed.

M. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District that identifies resource concerns related to soil erosion and water quality problems on the Agricultural areas of the Property and shall include a schedule of implementation of best management practices to address the problems identified. The Soil Conservation and Water Quality Plan shall be updated by Grantors and the local Soil Conservation District upon any change in the Property's land use practices or management, or every ten (10) years. Exceptions may be considered by Grantees on a case-by-case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees. [*Drafting note: In the event that the Property is wooded or where agriculture will be prohibited per Article IV.C., this type of provision may not be necessary. If deleted then indicate "Intentionally Omitted" for Article IV.M. This will preserve all the cross references that follow in the document. Rather, reference is then made to the Forest Management paragraph.*]

N. Forest Management. [**Where contiguous (Drafter - Please note, contiguity is not considered "broken" by things such as a utility line or a fireline.- Use a reasonableness standard) Forest Area consists of less than 25 acres**]: Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

**[Where contiguous Forest Area consists of more than 25 acres a Forest Stewardship Plan is required.]** The Grantor shall implement a Forest Stewardship Plan (“the Plan”) in the Forest Areas prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case-by-case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees.

At a minimum, the Plan shall include:

- i. an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- ii. a vegetation map, a soils map and a topographic map;
- iii. an access plan for the Property, including all areas to be commercially managed;
- iv. erosion control measures, specifically addressing water bodies and wetland areas; and
- v. management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;
- vi. [Optional: strategies to minimize the effects of structures in the Forest Area.]

*[Drafter – Select one of Options (1, 2, or 3) listed below]*

**Option #1**

*In the Forest Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs, grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines*



*for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the “Guidelines”), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.*

*In no event is conversion of a Forest Area to non-Forest permitted in the Forest Areas.*

*[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]*

*Note to drafters: It is recommended that structures or means of access should be avoided in the Forest Areas. Nonetheless, if there are structures or means of access that are currently in the Forest Areas or that may be constructed in the Forest Areas, then the drafter should add another exception for “Trees within \_\_\_\_feet of the structure or means of access.” If structures or means of access are not to be allowed in the Forest Areas or are to be limited in their number or size, then the Easement will need to provide for that by designating a Building Area in Art.IV.*

*Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.*

**Option #2 (to be used when Rare, Threatened, or Endangered Species are present)**

*In the Forest Areas , there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs, grasses or other vegetation except for (1) trees that are non-native, invasive, diseased or insect infected; and (2) trees, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect the long term ecological health of the Forest Areas or to protect species listed by Maryland or the federal government as endangered or threatened.*

*In no event is conversion of a Forest Area to non-Forest permitted in the Forest Areas.*

*[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]*

*Note to drafters: It is recommended that structures or means of access should be avoided in the Forest Areas. Nonetheless, if there are structures or means of access that are currently in the Forest Areas or that may be constructed in the Forest Areas, then the drafter should add another exception for “Trees within \_\_\_\_feet of the structure or means of access.” If structures or means of access are not to be allowed in the Forest Areas or are to be limited in their number or size, then the Easement will need to provide for that by designating a Building Area in Art.IV.*

*Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.*

**Option #3 (to be used when Forest Interior Dwelling Species are present)**

*In the Forest Areas (as defined below), Grantor shall be in compliance with (i) the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines (the “FIDS Guidelines”) and (ii) a Plan whose objective is establishment and maintenance of a forest ecosystem for species of birds (FIDS) that require relatively large blocks of undisturbed forest land to successfully nest. At a minimum, the Plan shall include:*

- i. an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;*
- ii. a vegetation map, a soils map and a topographic map;*
- iii. an access plan for the Property, including all areas to be commercially managed;*
- iv. erosion control measures, specifically addressing water bodies and wetland areas; and*
- v. management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;*
- vi. [Optional: strategies to minimize the effects of structures in the Forest Areas.]*

*In the Forest Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, “Destruction”) of trees, shrubs, grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor and said activity are in compliance with the Plan and the FIDS Guidelines and (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the “Guidelines”) prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. Notwithstanding the Terms of this Article \_\_\_\_\_, Destruction of Vegetation is prohibited during the April to July breeding season*

*except by approval of Grantees.*

*In no event is conversion of a Forest to non-Forest permitted in the Forest Areas.*

*[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]*

*Note to drafters: It is recommended that structures or means of access should be avoided in the Forest Areas. Nonetheless, if there are structures or means of access that are currently in the Forest Areas or that may be constructed in the Forest Areas then the drafter should add the sixth item in italics to the list above. If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that by designating a Building Area in Art.IV*

*Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.*

O. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

P. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other allowed uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of allowed Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. Surface and sub-surface mining is prohibited.

Q. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners;

(2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address recreation, hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating trails, or Property boundaries to assist in preventing encroachments). No billboard, sign, or advertisement on or over the Property shall exceed sixteen (16) square feet in area. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

R. Ecosystem Services. Notwithstanding any other Provisions in this Conservation Easement, and pursuant to Section 5.9A.05 of the Natural Resources Article, Grantors may realize an economic return from the protection, management, maintenance, or improvement of Ecosystem Services, as defined in Section 5-9A-05(p)(1), provided by the Property, so long as the Department of Natural Resources determines that those uses affirmatively increase the Conservation Attributes of the Property beyond the requirements of this Conservation Easement, and any credits created in accordance with this paragraph are used only: (1) to mitigate offsite environmental damage in a Priority Funding Area, as defined in Section 5-7B-02 of the State Finance and Procurement Article, or (2) in a manner the Department of Natural Resources determines to be consistent with the applicable local comprehensive plan and State and Local objective for land protection. *[Note to drafter if NAWCA match is used, then add "Further, in no event shall Grantor develop and/or market environmental or ecological goods and services that would be used as mitigation requiring a Federal permit, license or other approval under the Fish and Wildlife Coordination Act (16 U.S.C. § 661-666(e) and/or or the Water Resources Development Act (90 Stat. 2921)."]*

Optional: T. Chesapeake Bay Water Quality and Concentrated Animal Feeding Operations (CAFOs). CAFOs are prohibited on the Property. For purposes of this paragraph, a CAFO is defined as any operation that either: (1) meets the regulatory definition of a CAFO (pursuant to State or Federal regulations) or (2) the permitting authority (the Maryland Department of the Environment or the U.S. Environmental Protection Agency) has designated as a CAFO.

U. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantors Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

## ARTICLE V. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors remain owners of their fee simple interest in the Property and therefore retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the Provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property.

Grantors hereby grant to Grantees all rights, except as specifically reserved herein, that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

## ARTICLE VI. GRANTEE APPROVAL PROCESS

A. Grantee Approval for Contingent Reserved Rights. As described in this Conservation Easement, Grantors must give written notice to Grantees before taking certain actions on the Property or exercising certain reserved rights. In specific circumstances described herein, Grantees must first give their approval upon their sole determination that such action(s) will not adversely affect the perpetual duration of the Conservation Purposes and Conservation Attributes of the Property. These specific circumstances include, but are not limited to:

- i. location of any new Structure containing a Dwelling Unit, as per Article IV.G.i. and ii.;
- ii. location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article IV.G.i. and ii.;
- iii. conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article IV.G.i. and ii.;
- iv. location, type, size and height of an Agricultural Structure outside of a Building Area, as per Article IV.G.”; *[Drafter: if optional Building Area is defined]*
- v. location, configuration, and dimensions of any new or relocated Means of Access, as per Article IV.G.vii.;

- vi. size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article IV.D.iii.;
- vii. access across the Property for utilities or roadways serving another property, or for any overlay easement, as per Article IV.I;
- viii. Subdivision of the Property, as per Article III.J;
- ix. location and siting of solar facility on a Structure that is not in a Building as per Article IV.H. ; *[Drafter: if optional Building Area is defined in the easement, then Grantee approval is not required for this]*
- x. use of the Property for Ecosystems Services, as per Article IV.R.;
- xi. water dependent Structures, such as piers and docks and boathouses, associated with Passive Recreational water uses, located within the 100-foot Buffer strip, as per Article IV.G.v.

B. Requirements for Grantors' Request for Approval. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article VI.C below.

In evaluating the Request, each Grantee shall consider the specific Provision of this Conservation Easement requiring the approval and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement. Approval is required by both Grantees.

If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article IV.I, Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

- i. Does the project serve a valid public purpose, promote the public interest, or

provide a public benefit;

- ii. Can the project be located in an alternative site without significant expense to a public agency;
- iii. Has the project received the written support of a state or local government;
- iv. Does the project maximize the use of concealment methods, if applicable;
- v. Is the location of the project acceptable to Grantees;
- vi. Will the project provide a private benefit to Grantors;
- vii. Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
- viii. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request. If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

C. Grantees shall each provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. If any Grantee does not respond to the request within ninety days of submission, such non-response shall be deemed a constructive denial by such Grantee. A constructive denial is not a decision by Grantees on the merits of Grantors' request, it is not final or binding on Grantees, and Grantors may resubmit the same or a similar request for approval.

D. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this

Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or activity.

#### ARTICLE VII.

#### GRANTEES' AND RLB'S RIGHTS AND DUTIES REGARDING STEWARDSHIP AND ENFORCEMENT OF THE CONSERVATION EASEMENT

A. Right of Inspection of Property. Grantees, and/or the RLB, their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Grantees and/or the RLB shall provide prior notice to Grantors at their last known address, unless they determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

Grantors specifically grant permission to the Grantees, and/or the RLB, to photograph and video-record the Property, Structures, and activities being conducted upon the Property. During such inspection, Grantees and/or the RLB may inspect the interior of Buildings and Structures for the purpose of determining compliance with this Conservation Easement. If a dispute arises between Grantees, and/or the RLB, and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be allowed by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors at Grantors' sole expense. Grantees and/or the RLB may also monitor the Property at any time and without notice using aerial imagery obtained in compliance with local, state and federal law.

B. Remedies for Grantees or RLB Upon Violation of Conservation Easement. Upon any violation, or upon notice of imminent violation, of this Conservation Easement, and after notice to Grantors and allowance of time to cure at Grantor's expense, Grantees or the RLB may seek any legal or equitable remedy, together with all associated costs and fees, including, but not limited to:

- i. a lawsuit to seek injunctive relief to specifically enforce the Provisions of this Conservation Easement, to restrain present or future violations, and to compel restoration of natural resources and Conservation Attributes destroyed or altered as a result of the violation;
- ii. an order that the Property and any natural resources and Conservation Attributes destroyed or altered because of the violation be restored promptly to the condition required by this Conservation Easement at the expense of the Grantors;



- iii. a money judgment together with interest as allowed by applicable law upon a judicial determination that a violation of the Provisions of this Conservation Easement has caused irreparable harm to the Conservation Attributes and/or Purposes.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a Conservation Attribute or other feature of the Property described and subject to the perpetual protection of this Conservation Easement.

D. Grantees' or RLB's Remedies Are Cumulative. Grantees' remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantees or the RLB, at law or equity. If a Grantee, and/or the RLB, is the prevailing party in any action against Grantors to enforce or defend this Conservation Easement, Grantors shall reimburse Grantees, and/or the RLB, for any costs or expenses incurred to enforce, enjoin, defend, or cure a breach of the Conservation Easement, including court costs, mediation costs, litigation expenses, including but not limited to survey, appraisal, and expert costs and reasonable attorneys' fees. If Grantors ultimately prevail in a judicial enforcement action and receive a court order that there has been no easement violation, each party shall bear its own costs and expenses and neither party shall seek court orders to pay their own costs or expenses.

E. No Waiver or Estoppel. No failure or delay on the part of Grantees or the RLB to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Grantees or the RLB to enforce the same in the event of a subsequent breach or default. The failure or delay of the Grantees or the RLB, for any reason whatsoever, to take any action required or contemplated hereunder or to discover a violation or initiate an action to enforce this Conservation Easement or any other action shall not constitute a waiver, laches, or estoppel.

F. Independent Enforcement Authority. Each Grantee, and/or the RLB, has independent authority to enforce the Provisions of this Conservation Easement. If the Grantees or the RLB do not agree as to whether the Grantors are complying with the Provisions, then Grantee or the RLB may proceed with enforcement actions without the consent of any other Grantee.

G. Right to Interpret the Conservation Easement. The grant of this Conservation Easement to Grantees vests in Grantees or the RLB the right to interpret the Provisions of this Conservation Easement, and at the request of the Grantors, to provide Grantors with an explanation of the application of the Provisions to then-existing or proposed activities on the Property.

## ARTICLE VIII. PUBLIC ACCESS

*[Note to Drafter - select option 1 or option 2, depending on whether public access is to be provided ...]*

*[Option 1] Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.*

*[Or]*

*[Option 2] Grantor shall provide public access for passive recreation [fill in description of public access].*

*With the approval of Grantees, the Grantor shall have the right, to make rules and regulations for different types of public uses, and to control or limit any such public access, by posting or other means, to assure compliance with the purposes and limitations of this instrument and in order to prevent unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Property. Grantor claims all the rights and immunities against liability for injury to the public to the fullest extent of the law under Maryland Annotated. Code, Natural Resources, Section 5-1101, et seq. (2023 Repl. Vol.).*

#### ARTICLE IX. BASELINE DOCUMENTATION REPORT

By their signatures to this Conservation Easement, the parties acknowledge that the Baseline Documentation Report attached to this Conservation Easement consisting of Exhibits A – F[G], adequately, accurately, and clearly describes and depicts: (1) the Property; (2) the Conservation Purposes and Conservation Attributes of the Property; and (3) the public benefits gained from the restrictions placed on the Property. This Baseline Documentation Report establishes the conditions of the Property encumbered by this Conservation Easement as of the effective date of this Conservation Easement. Grantors acknowledge the Baseline Documentation Report will be used by Grantees to monitor and enforce the Conservation Easement and to ensure that any changes to the Property or use of the Property are consistent with the Provisions of this Conservation Easement. Grantors acknowledge the Baseline Documentation Report will be recorded in the Land Records of the County in which the Property is located and that it will thereby become part of the public record. The use of the Baseline Documentation Report does not preclude Grantees from using other evidence to establish existing conditions of the Property in the event of a dispute. All the following Exhibits are incorporated into and made a part of this Deed of Conservation Easement:

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

- B. Exhibit B: Conservation Purposes and Attributes is attached hereto and made a part hereof. Exhibit B consists of \_\_\_\_ (\_\_\_\_) pages.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of \_\_\_\_ (\_\_\_\_) pages.
- D. Exhibit D: Color Digital Images of the Property are attached hereto and made a part hereof. Exhibit D consists of a list of the image numbers, vantage points, and image descriptions consisting of \_\_\_\_ (\_\_\_\_) pages, a photo point map, and \_\_\_\_ (\_\_\_\_) color digital images.
- E. Exhibit E: Aerial Photograph of the Property are attached hereto and made a part hereof. Exhibit E consists of two (2) pages. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.
- G. *[Optional Exhibit G: Building Areas or other special exhibits, as negotiated, is attached hereto and made a part hereof. Exhibit G consists of \_\_\_\_ (\_\_\_\_) pages.]*

A complete, color scanned copy of this Baseline Documentation Report as recorded in the land records, as well as the original digital image files of Exhibit D are kept on file at the principal office of the Department and as required by law, at the Maryland State Archives.

#### ARTICLE X. DUTIES AND WARRANTIES OF GRANTORS

A. Continuing Duties of Grantors. For purposes of this Conservation Easement, “Grantors” shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor. Grantors agree that they will protect the Conservation Purposes and Conservation Attributes of the Property and that they will notify Grantees in writing, and obtain Grantees approval, before undertaking an activity on the Property not expressly prohibited by this Conservation Easement that Grantors believe or reasonably should believe may have a significant, adverse effect on the Conservation Purposes or Conservation Attributes. As to violations arising from the acts or omissions of third parties, the Grantors agree that they have a duty and responsibility to take all reasonable actions to prevent or halt third parties from violating this Conservation Easement. Grantors agree they have a duty and responsibility to restore the Property to a condition in

compliance with this Conservation Easement. Grantees or the RLB shall have a right to enforce this Conservation Easement directly against the Grantors if Grantors fail to cooperate in all reasonable respects to halt, abate, or remediate a violation resulting from such acts or omissions or fails to promptly report a known or suspected violation to the Grantees.

B. Change of Ownership. Grantors shall provide written notice to Grantees of the names and addresses of any natural person or entity to whom the Property, or any part thereof, is sold or conveyed as required by Maryland Code Ann., Real Property §10-705(f). Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Deed of Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

C. Subordination. Grantors warrant to Grantees that the Property, is, as of the effective date of this Deed of Conservation Easement, free and clear of Liens, or if it is not, that Grantors have obtained the legally binding subordination of the Liens affecting the Property as of the effective date of this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all Lienholders already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

D. Real Property Taxes. Except to the extent provided for by federal, state or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

E. Warranties. The Original Grantors who signed this Conservation Easement on the date set forth above are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Structures on the Property.

F. Economic Hardship. Grantors are aware and acknowledge that the activities and uses allowed on the Property once encumbered by this Conservation Easement may be less profitable than prohibited activities and uses. This circumstance shall not be grounds for judicial

extinguishment of this Conservation Easement.

## ARTICLE XI. JUDICIAL EXTINGUISHMENT, CONDEMNATION, PROCEEDS

A. Grantees' Easement Percentage Interest. Grantors and Grantees agree that the grant of this Conservation Easement and the restrictions contained herein gives rise to a property right immediately vested in Grantees that has a fair market value at least equal to the proportionate value that the perpetual conservation restriction on the effective date of this grant bears to the value of the Property as a whole. The Grantees' easement percentage interest remains constant.

B. *[Note to drafters - To be used in full purchase transactions]* Condemnation. By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the greater of: (i) the percentage arrived by taking the proportionate fair market value of the Conservation Easement as it bears on the value of the Property as a whole at the date of this instrument, or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then fair market value of the Property as a whole. *[Note to drafters – If only Rural Legacy Funds were used to purchase this easement, then insert the following: “In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds.”]* *[Note to drafters – In the event that non Rural Legacy funds were used to purchase the easement, Grantees should receive proceeds representing their relative contributions, so add language similar to the following example: “Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive \_\_\_\_\_ percent ( \_\_\_\_ %) of the proceeds and \_\_\_\_\_ County shall receive \_\_\_\_\_ percent ( \_\_\_\_ %) of the proceeds.”]* Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

*[Note to drafters - To be used in donated or bargain sale transactions]* Condemnation. By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings

in an amount equal to the greater of: (i) the percentage required pursuant to Treasury Regulation Section 1.170A – 14 (g) (6), or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then value of the Property as a whole. In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

C. [Note to drafters - To be used if REPI funds are used] By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Grantees shall then divide the Grantees' portion of the proceeds as follows: The Rural Legacy Board shall receive \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the proceeds, and the Navy shall receive \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the proceeds. Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

## ARTICLE XII. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of I.R.C. § 170(h)(3) or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. Any such successor shall be a "qualified organization" within the meaning of I.R.C. § 170(h)(3) or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose. A land trust may not hold exclusive title to real property interests acquired under the Rural Legacy Program, pursuant to. Md. Code Ann., Nat. Res. §.5-9A-01, *et seq.*

B. Amendment. Grantees, and/or the RLB, have no obligation under this Conservation Easement, or otherwise, to (1) agree to any amendment; or (2) negotiate regarding any amendment. Grantees may, however, in their sole discretion agree to amend this Conservation Easement; provided, that:

- i. The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be recorded with the amendment; and
- ii. The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and
- iii. No amendment shall be made that would: (i) affect the perpetual duration of this Conservation Easement or the perpetual protection of its Conservation Purposes; (ii) create an impermissible private inurement or private benefit in violation of federal tax law (which terms shall have the same meanings ascribed to them in I.R.C. § 501(c)(3) and associated Treasury Regulations.); (iii) allow development, improvements, or uses prohibited by this Conservation Easement on its effective date unless, in Grantees' sole discretion, such development, improvement, or use, either on its own or in conjunction with other measures required by Grantees, is determined to enhance and have no adverse effect on the Conservation Attributes, is consistent with the Conservation Purposes of this Easement, complies with I.R.C. § 170(h) and any regulations promulgated pursuant to such section, and complies with all applicable federal, state and local laws; (iv) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement; (v) reduce the protection of the Conservation Purposes; or (vi) affect the status of a Grantee as a "qualified organization" or "eligible donee;" and
- iv. Grantees shall not consent to any amendment of this Conservation Easement unless Grantors submit a written request for amendment pursuant to Grantees' existing amendment policy and such amendment otherwise qualifies under Grantees' policy, then in effect, respecting conservation easement amendments; and
- v. The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XII.B(ii) and (v).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate, or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property. The Grantors agree and

acknowledge that the Provisions of this Conservation Easement may impose greater restrictions upon the Property than local, state, or federal law.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Md. Code Ann, Real Property § 2-118, and the Conservation Purpose, including such purposes as are defined in I.R.C. § 170(h)(4)(A). This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. 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 this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation 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.

F. No Extinguishment Through Merger. Grantors and Grantees agree that if the Grantees, or their successors or assigns, come to own all or a portion of the fee interest in the Property, then the Grantees shall have the benefit of and be bound by the terms of the Conservation Easement and the obligations of the Grantors, and that this Conservation Easement shall survive and not be extinguished in whole or in part through the doctrine of merger or unity of title for the purpose of protecting the public interest in the enforcement and perpetual duration of this Conservation Easement. Should Grantees come to own all or any portion of the underlying fee interest in the Property while they hold this Conservation Easement, this Conservation Easement shall remain effective, and Grantees shall be bound by its terms.

G. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.



H. Recordation and Effective Date. Grantees shall record this instrument in a timely fashion among the Land Records of \_\_\_\_\_ County, Maryland, and may subsequently file a Notice in the land records pursuant to Md. Code Ann., Real Property §3-102.1, as may be amended from time to time. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Deed of Conservation Easement is recorded.

I. Notice. Any notices by Grantors to Grantees pursuant to any Provision hereof shall be sent by regular mail addressed to:

Maryland Department of Natural Resources  
Land Acquisition and Planning Unit  
580 Taylor Avenue, E-4  
Annapolis, Maryland 21401

Or shall be emailed, which shall include a confirmation by the recipient that the email was received, to the Rural Legacy Program:

[insert DNR email address]

and to

*XYZ Land Trust, Inc.*  
*123 Fake Street*  
*Anytown, Maryland 21658*

Or shall be emailed, which shall include a confirmation by the recipient that the email was received, to:

xxxxxx@xxxx.org

or to such other addresses as Grantees may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantees.

Notice to Grantors shall be satisfied by regular mail to the address of the Grantors, or the Property, or by electronic mail to the Grantors.

J. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, by any means authorized by state law, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the

recorded counterpart shall be controlling. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures as long as they are affixed in compliance with state law.

K. 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 Provisions of this Conservation Easement.

*[Option if there is a District Agreement recorded and not terminated of record.]:*

L. District Agreement. *In the event of a conflict between this Conservation Easement and any District Agreement with the Maryland Agricultural Land Preservation Foundation or a County, the Terms of this Conservation Easement shall prevail.*

TO HAVE AND TO HOLD unto  
[County]\_\_\_\_\_, their successors and assigns,  
forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon 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 Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

**[SIGNATURES ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

\_\_\_\_\_(SEAL)  
NAME

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SIGNATURES CONTINUE ON THE FOLLOWING PAGES**

ACCEPTED BY GRANTEES:

*[INSERT COUNTY or LAND TRUST  
SIGNATURE]*

\_\_\_\_\_(SEAL)  
*[NAME]*  
*[TITLE]*

**SIGNATURES CONTINUE ON THE FOLLOWING PAGES**

DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_(SEAL)  
[NAME]  
[TITLE]

*OAG or COUNTY ATTY:*

I hereby certify this deed was prepared by or under the supervision of  
\_\_\_\_\_, an attorney admitted to practice by the Supreme Court of  
Maryland.

\_\_\_\_\_  
[print name]

Undersigned attorney for the Department of Natural Resources has reviewed this Deed of  
Conservation Easement as to form and legal sufficiency pursuant to the laws of the State of  
Maryland, and has approved this instrument for signature by the Department of Natural  
Resources this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[print name]  
Assistant Attorney General

The Maryland Board of Public Works approved the acceptance of this Deed of Conservation  
Easement by the Department of Natural Resources on \_\_\_\_\_. Agenda Item Number:  
\_\_\_\_\_ of the Department of Natural Resource – Real Property Supplement.

Deed of Conservation Easement  
\_\_\_\_\_, Grantors  
\_\_\_\_\_ and \_\_\_\_\_, Grantees

**BASELINE DOCUMENTATION REPORT**  
**[MONTH] [DAY], 20\_\_**

A color scanned copy of this Baseline Documentation Report is kept on file at the principal office of the Sponsor.

EXHIBIT A	Boundary Description and Property Reference
EXHIBIT B	Conservation Purposes and Attributes
EXHIBIT C	Inventory of Existing Structures
EXHIBIT D	Color Digital Images of the Property and Photo Point Map
EXHIBIT E	Aerial Photograph and Topographic Map of the Property
EXHIBIT F	Tax Map Showing Approximate Location of Property

*[OPTIONAL EXHIBIT G                      Building Areas]*

This Baseline Documentation Report was prepared by \_\_\_\_\_, a  
\_\_\_\_\_ at [insert] (“Preparer”). The Preparer has been employed at the [insert] for  
\_\_\_\_\_ years and has been trained to document property specific information necessary to  
develop this Baseline Documentation Report. *[insert qualifications]*

\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grantors

\_\_\_\_\_  
Date

Exhibit A  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Boundary Description and Property Reference  
Page One of \_\_\_\_\_

*All that piece or parcels of land, being shown on a plat titled “ \_\_\_\_\_ ”  
prepared by \_\_\_\_\_, dated \_\_\_\_\_, and recorded in the Land  
Records of \_\_\_\_\_ County in Plat Book \_\_\_\_\_, page \_\_\_\_\_; [and if there’s a narrative metes  
and bounds description, then: said piece or parcel of land being more particularly described as  
follows:]*

*[Insert survey plat if there is one, or narrative metes and bounds description, or both if  
available]*

Exhibit B  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Conservation Purposes and Attributes  
Page One of \_\_\_\_\_

*This Exhibit describes in detail the Conservation Attributes of the Property that are protected pursuant to the Conservation Purposes of this Conservation Easement.*

General Physical Description of the Property

*[insert details according to the property, as appropriate include dominant species in the forest, age and type of forest, wetland type, areas of previous disturbance, etc..]*

Conservation Attributes Listed According to the Conservation Purposes

*[insert detailed information and remove according to the property; include how the conservation easement will protect said attributes and include, as appropriate, the dates of Grantees' Board approvals.]*

A. Preservation of Open Space

- i. Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit
- ii. Pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit

B. Protection of a Relatively Natural Habitat of Fish, Wildlife, Plants, or similar Ecosystems

C. Preservation of an Historically Important Land Area or a Certified Historical Structure

D. Preservation of Land Areas for Outdoor Recreation by, or education of, the general public (substantial and regular use)

E. Adjacent to Other Protected Lands



Exhibit C  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Inventory of Existing Structures  
Page One of One

- A. Dwelling Unit (\_\_\_\_\_ in size; depicted in Image \_\_\_\_ of Exhibit D)  
Allowed by Article IV.G(i)
- B. Non- residential Structure (depicted in Image \_\_\_\_\_ of Exhibit D)  
Allowed by Article IV.G(iv)
- C. Non- residential Structure (depicted in Image \_\_\_\_\_ of Exhibit D)  
Allowed by Article IV.G(v)
- D. Agricultural Structure (depicted in Image \_\_\_\_\_ of Exhibit D)  
Allowed by Article IV.G(vi)

*[Note: Exhibit D should include a photo of all existing Structures listed in Exhibit C].*

Exhibit D  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Color Digital Images of the Property  
Page One of One

Color Digital Images of the Property are recorded herewith and also kept on file at the principal office of [ ]. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of \_\_ (\_\_) color digital images and \_\_ (\_\_) pages.

Preparer visited the Property on \_\_\_\_\_ and captured the images.

[illegible]

*[Note: Samples of maps for Exhibits D, E, F and G are not included in this sample document]*

**EXHIBIT E**  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Aerial Photograph of Property  
Page One of One

The color Aerial image of the Property is also kept on file at the office of the Maryland Department of Natural Resources Rural Legacy Program and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof.

*Insert the color Aerial image here*

**EXHIBIT F**  
Deed of Conservation Easement  
*[John C. Smith and Jane F. Smith]*  
Tax Map Showing Approximate Location of Property  
Page One of One

This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property.

*Insert the tax map image here*