

RW (SUBDIVISION PLAT)  
J.O.  
Item (FC)  
Election Dist.:

FOREST CONSERVATION  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_ of Baltimore County, Maryland (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the "County").

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

WHEREAS, Code of Maryland Regulations, 1992, as amended (hereafter referred to as "COMAR") Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Natural Resources Article Section 5-1601.

WHEREAS, the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM") has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Natural Resources Article Section 5-1603; and

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

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

1. Except as provided for in an approved Forest Conservation Plan pursuant to Section 14-409 of the Baltimore County Code, 1988, as amended (hereafter referred to as "the Code"):

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

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

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

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

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

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

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

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

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the DEPRM as provided in "Baltimore County Code 1988" (the "Code") Section 14-415 of the Code or by written permission of DEPRM.

3. Easement for Access. The Declarant hereby grant to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement (on, over, and across name of road ) OR (as shown and indicated " " on the aforesaid Plat) for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and the provisions of Section 14-401 through Section 14-422 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of Section 14-418 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

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

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

ATTEST/WITNESS

DECLARANT :

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the Declarant of the within Declaration of Covenants, Conditions, and Restrictions and acknowledged that, being authorized to do so, executed the same on behalf for the purposes therein contained.

AS WITNESS my hand and notarial seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

JOINDER BY TRUSTEES/MORTGAGEE

See Deed of Trust/Mortgage, dated \_\_\_\_\_, from the Declarant (for the benefit of \_\_\_\_\_), and recorded among the land records of Baltimore County, Maryland, in Liber \_\_\_\_\_, folio \_\_\_\_\_. The undersigned \_\_\_\_\_, Trustees (or Substitute Trustee(s))/Mortgagee join(s) herein to assent to the terms and provisions of this Declaration of Covenants, Conditions, and Restrictions and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under this Declaration of Covenants, Conditions, and Restrictions.

(Add substitute of trustee information if necessary.)

TRUSTEES/MORTGAGEE

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

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, Trustee (or Substitute Trustee) and he/she acknowledged the foregoing Declaration of Covenants, Conditions, and Restrictions to be his/her act as said Trustee (or Substitute Trustee), and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

OR

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, Mortgagee and he/she acknowledged the foregoing Declaration of Covenants, Conditions, and Restrictions to be his/her act as said Mortgagee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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

THIS DEED OF DECLARATION AND EASEMENT, Made this        day of        ,  
1997, by        , a body corporate of the State  
of part        of the first part; and BALTIMORE COUNTY, MARYLAND, a body  
corporate and politic, party of the second part.

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

WHEREAS, the part        of the first part desire        to reserve easements  
for the installation and maintenance of utilities and drainage facilities as  
hereinafter set forth; and

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

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

RESERVED EASEMENTS AND COVENANTS

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

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said part \_\_\_\_\_ of the first part, do grant unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, an easement to enter upon the property of the part \_\_\_\_\_ of the first part, known and designated as Lot \_\_\_\_\_ as shown on the Plat entitled "

\_\_\_\_\_," which Plat is recorded among the Plat Records of Baltimore County in Plat Book \_\_\_\_\_, folio \_\_\_\_\_, for the purpose of inspecting, constructing, maintaining, and repairing storm water management

facilities thereon and as more particularly shown on Exhibit "A", which is attached hereto and made a part hereof, as Baltimore County, Maryland, in its sole discretion, deems necessary; and said part of the first part agree that any and all costs incurred by Baltimore County, Maryland, thereby shall be assessable as a lien against the property known and designated as Lot as shown on the aforesaid Plat, and that no buildings or similar structures of any kind shall be erected, in or over the said easement area which may interfere with the access to, maintenance and repair of said storm water management facilities.

The covenants contained in this Declaration and the Easements shall run with the land and be binding upon the part of the first part, its successors and assigns.

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

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
President

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, and he/she acknowledged the foregoing Deed of Declaration and Easement to be \_\_\_\_\_ act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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

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Reviewed for Baltimore County Requirements

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Office of County Attorney

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

THIS DEED and AGREEMENT, Made this            day of            , in the  
year 1997, between            of Baltimore County, State of  
Maryland, part of the first part; and BALTIMORE COUNTY, MARYLAND, a body  
corporate and politic, party of the second part.

WHEREAS, the party of the second part desires to construct and maintain  
sewers, drains, water pipes, and other municipal utilities and services in,  
on, through, and across the land hereinafter described, and the part of  
the first part            willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One  
Dollar, the receipt of which is hereby acknowledged, the said part of the  
first part hereby grant and convey unto Baltimore County, Maryland, a body  
corporate and politic, its successors and assigns, the right to lay,  
construct, and maintain sewers, drains, water pipes, and other municipal  
utilities and services in, on, through, and across the land of the part of  
the first part, situate in Baltimore County, State of Maryland, said sewers,  
drains, water pipes, and other municipal utilities and services to be laid  
in the easement which            described as follows:

Situate in the            Election District of Baltimore County.

FOR TITLE:

AND the part of the first part do            hereby agree that Baltimore  
County, Maryland, its successors and assigns, shall have the right and  
privilege of entering upon the aforesaid land, whenever it may be necessary,

to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the part of the first part, personal representatives, successors or assigns; nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

AS WITNESS the due execution hereof by the aforementioned part of the first part.

ATTEST:

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

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

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, and he/she acknowledged the foregoing Deed and Agreement to be \_\_\_\_\_ act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

JOINDER BY TRUSTEES/MORTGAGEE

See Deed of Trust/Mortgage, dated \_\_\_\_\_, from the part of the first part (for the benefit of \_\_\_\_\_), and recorded among the land records of Baltimore County, Maryland, in Liber \_\_\_\_\_, folio \_\_\_\_\_. The undersigned \_\_\_\_\_, Trustees (or Substitute Trustee(s))/Mortgagee join(s) herein to assent to the terms and provisions of this Deed and Agreement and assent to waive and subordinate the lien of said Deed of Trust/Mortgage to the legal operation and effect of the interest being acquired by Baltimore County under this Deed and Agreement.

(Add substitute of trustee information if necessary.)

TRUSTEES/MORTGAGEE

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

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, Trustee (or Substitute Trustee) and he/she acknowledged the foregoing Deed and Agreement to be his/her act as said Trustee (or Substitute Trustee), and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

OR

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1997, before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_, Mortgagee and he/she acknowledged the foregoing Deed and Agreement to be his/her act as said Mortgagee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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

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Reviewed for Baltimore County Requirements

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Office of County Attorney

