



FOREST CONSERVATION EASEMENT DOCUMENT

THIS FOREST CONSERVATION EASEMENT DOCUMENT recorded this _____ day of _____, 2002, by and between _____, hereinafter called the "Grantor", and the Town of Easton, a body politic and corporate of the State of Maryland, hereinafter called "Grantee".

RECITALS

WHEREAS, Grantor(s) are the owners of a certain parcel of land situate in the _____ Election District of Talbot County, Maryland, which was conveyed to Grantor by

by deed dated _____ and recorded among the Land Records of Talbot County, Maryland, in Liber _____; Folio _____, et seq.; and

WHEREAS, Grantor(s) have elected to engage in a regulated activity, as defined by Ordinance #231, Easton Forest Conservation Ordinance, on said property, and have applied to the Town of Easton Department of Planning & Zoning for approval of the regulated activity; and

WHEREAS, as a condition of the aforesaid approval, Grantors have submitted and the Town has approved a subdivision plat, entitled _____, dated _____, as prepared by _____, and intended to be recorded simultaneously herewith which is incorporated by reference herein and which designates certain areas of afforestation, reforestation or forest retention located on the aforesaid property as Forest Conservation Area; and

WHEREAS, the Final Forest Conservation Plan, and the Easton forest Conservation Ordinance require the establishment of a long-term protective agreement which may be in the form of a forest conservation easement in, on, over and through the Forest Conservation Area, to ensure the permanent protection, management and inspection of said area.

GRANT AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor(s) do hereby grant and convey unto the Town of Easton, Maryland, a body politic and corporate of the State of Maryland, its successors and assigns, a forest conservation, management and access easement, of the nature and character and to the extent hereinafter set forth, in, on, over, through and across the aforesaid Forest Conservation Area. Grantor(s) further establish, create and declare the restrictions herein set forth in favor of and for the benefit of the Town, its successors and assigns.

2. Grantor(s) covenant with the Town to refrain from destroying, damaging or removing anything of nature which grows there now or hereafter without approval of the Town as to manner, form, extent and any other aspects of the removal whatsoever, it being the express intention of the parties hereto that Grantor(s) shall comply with the Final Forest Conservation Plan approved under the Easton Forest Conservation Ordinance and that the easement area shall be preserved in a manner which protects the forest thereon, existing or to be established.

3. Grantor(s) hereby relinquish the right to use or develop the Forest Conservation Area for any purpose whatsoever, except for the following uses:

A. Planting, maintenance and protection of the Forest Conservation Area in accordance with the terms and conditions of the Final Forest Conservation Plan and any Forest Planting and Maintenance Agreement previously executed by and between the parties;

B. Passive recreational activities which are consistent with and do not interfere with forest conservation and management or cause harm to forest management resources, including walking, hiking, and bird watching;

C. Forest conservation and management practices, including harvesting of trees in accordance with a written agreement with the Maryland Department of Natural Resources, provided suitable provisions are made for the replacement of harvested trees;

4. Grantor(s) may engage in limited clearing of the forest understory, such as may be necessary to allow a walking or hiking trail for foot traffic only; and may allow the removal of dead or dying trees, and obnoxious plants or weeds.

5. All rights reserved by or not prohibited to Grantor(s) shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the easement area.

6. The Town, or its duly authorized representatives shall have the right, at reasonable hours, to enter the Forest Conservation Area for the sole purpose of inspecting the Forest Conservation Area to determine whether the Grantor(s) are complying with the terms, covenants, conditions, limitations and restrictions herein contained.

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

8. Upon any breach of the terms of this Forest Conservation Easement Document the Town may exercise any or all of the remedies provided in the Easton Forest Conservation Ordinance including, but not limited to the institution of an action in equity to enjoin, by temporary or permanent injunction, such breach; to require the restoration of the forest to its condition prior to such breach, and may take such other legal action as may be necessary to ensure compliance with this Forest Conservation Easement Document and the covenants, conditions, limitations and restrictions herein contained. If Grantor, is found to have breached any of its obligations under this Forest Conservation Easement Document, Grantor shall reimburse the Town for any costs or expenses incurred, including consultant's fees, court costs, reasonable attorney's fees, and any administrative and overhead costs.

9. If the Grantor has any questions concerning the easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said easement property, Grantor may submit a written request to the Town for consideration and approval of such use; and Town may relax any requirement hereof or render an interpretation hereof.

10. This Forest Conservation Easement Document does not grant the public, in general, any right of access or any right to the use of the easement area, or any other portion of the property. This easement extends only to those areas designated as the Forest Conservation Area and necessary access thereto.

11. The Grantor(s) further covenant and agree that the easements, rights of way, covenants and agreements contained herein shall run with the land and all portions thereof and shall bind the Grantor(s) and their heirs, personal representatives, successors and assigns and shall bind all present and subsequent owners of the property identified herein.

12. Grantor(s) agree to make specific reference to this Forest Conservation Easement Document in a separate paragraph of any subsequent sales contract, mortgage, deed, lease

or other legal instrument by which any interest in the Forest Conservation Area is conveyed.

13. The undersigned lien holders, if any, do hereby join in this conveyance for the purpose of granting and conveying the above stated easement as legal title-holder of the herein described property.

TO HAVE AND TO HOLD the said easement unto the Town of Easton, a body politic and corporate of the State of Maryland, its successors and assigns, forever, for the uses and purposes hereinbefore described.

AND the said Grantors covenant that they have not done nor suffered to be done anything to encumber the property, easement, and or rights hereby conveyed and that they will execute such other and further assurances of the same as may be necessary and requisite.

IN WITNESS WHEREOF, the Grantor(s) have hereunto affixed their hand(s) and seal(s).

WITNESS:

GRANTOR:

_____(Seal)

STATE OF MARYLAND, TALBOT COUNTY, To Wit:

I HEREBY CERTIFY that on this ____ day of _____, 2002, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared _____ and acknowledged the foregoing deed to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:_____

ATTEST:

(Witness) By: Mayor, Town of Easton

STATE OF MARYLAND, TALBOT COUNTY, To Wit:

I HEREBY CERTIFY that on this ____ day of _____, 2002, before me, the subscriber, a Notary Public, in and for the state and county aforesaid, personally appeared, _____ and acknowledged the foregoing deed to be _____ act.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:_____

Approved for Legal Sufficiency: _____
Christopher Kehoe, Town Attorney