

**GRANT OF FOREST CONSERVATION AREA  
EASEMENT AND RIGHT-OF-WAY  
TO THE BOARD OF COUNTY COMMISSIONERS  
OF CALVERT COUNTY, MARYLAND**

Made this [ DAY ] day of [ MONTH ], [ YEAR ],

by and between [ OWNER(S) ]

owners of the hereinafter described property and the BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND, a public body corporate and politic of the State of Maryland, hereinafter referred to as the "County".

**WITNESSETH**

In consideration of the issuance of a Grading Permit by the County, the Grantor(s) does/do hereby grant and convey to the County, its successors and assigns forever and in perpetuity, the forest conservation easement and right-of-way hereinafter described for the installation, maintenance, and inspection of a forest retention area, hereinafter referred to as the "forest", within said easement and right-of-way, together with the right of ingress and egress along, over, under, and through said right-of-way, for any and all such purposes; said right-of-way and easement being, described as follows:

Lot(s) [ LOT(S) ], Block(s) [ BLOCK(S) ], Section(s) [ SECTION(S) ]

Subdivision Name [ SUBDIVISION NAME ]

Subdivision Plat Reference(s) [ PLAT REFERENCES(S) ], Deed Reference(s) [ DEED REFERENCES ]

(SEE EXHIBIT A)

The said easement and right-of-way is hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances, and advantages thereto belong or appertaining to their proper use and benefit forever by the County, its successors and assigns.

*AND, the Grantor(s), for herself/himself/theirselves/itself, her/his/their/its, heirs, successors and assigns, covenant(s) and agree(s) as follows:*

*FIRST: That the Grantor(s) will never erect nor permit to be erected a building or structure of any nature, whatsoever, nor fill or excavate within said easement and right-of-way without the County's prior written consent.*

*SECOND: That the County, its successors and assigns, shall at all times have the right of ingress and egress over said easement and right-of-way for the purpose of installing, maintaining and inspecting the forest; said ingress and egress to be along the line herein designated and along such other lines as the Grantor(s) may designate; the foregoing right as ingress and egress in no way obligates the County to exercising said right for any of the aforementioned purposes.*

*THIRD: That the Grantor(s) will warrant specially said easement and right-of-way, and will execute such further assurances thereof as may be requisite.*

IN WITNESS WHEREOF, the Grantor(s) have executed this GRANT OF FOREST CONSERVATION EASEMENT AND RIGHT-OF-WAY as of this [ DAY ] day of [ MONTH ], [ YEAR ].

Witness	Date	Signature [ PRINT NAME AND TITLE ]
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Witness	Date	Signature [ PRINT NAME AND TITLE ]
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Attest: \_\_\_\_\_ [ COMPANY OR COPORATE NAME ]  
(Seal)

Approved: \_\_\_\_\_ Date \_\_\_\_\_

# INSPECTION AND MAINTENANCE OF ON-SITE FOREST CONSERVATION EASEMENT

## DECLARATION OF COVENANTS

This Declaration and Agreement made this [ **DAY** ] day of [ **MONTH** ], [ **YEAR** ] by and between [ **OWNER(S)** ] hereinafter referred to as the "Covenantor(s)", owner(s) of the property described as:  
Lot(s) [ **LOT(S)** ], Block(s) [ **BLOCK(S)** ], Section(s) [ **SECTION(S)** ],  
Subdivision Name [ **SUBDIVISION NAME** ]  
Subdivision Plat Reference(s) [ **PLAT REFERENCE(S)** ]  
Deed Reference(s) [ **DEED REFERENCE(S)** ]

hereinafter referred to as the "subject property", and the BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND, a public body corporate and politic, organized under the laws of the State of Maryland, hereinafter referred to as the "County":

### WITNESSETH

WHEREAS, the Covenantor(s) desire(s) to develop or redevelop all of portions of the subject property; and

WHEREAS, prior to said developing or redeveloping, the Covenantor(s) is/are required by the Calvert County Forest Conservation Regulations to provide for certain forested areas and to obtain a Grading Permit, hereinafter alternatively referred to as "Permit"; and

WHEREAS, the Covenantor(s) has/have applied for a Permit for land disturbing activity at the subject property and desire(s) to create and/or retain afforested area located on the subject property (alternatively referred to hereinafter as the "on-site forest", or the "forest"); and

WHEREAS, the Calvert County Forest Conservation Regulations require that prior to the issuance of a Permit for development or redevelopment of properties, an inspection and maintenance agreement be executed by the applicant(s) for a permit; and

WHEREAS, Covenantor(s) has/have full authority to execute this Declaration and Agreement so as to bind the subject property and all of its current and future owners, successors and assigns.

NOW, THEREFORE, in consideration of the issuance by the County of a Grading Permit and in accordance with the requirements of the Calvert County Forest Conservation Regulations, the Covenantor(s) does/do hereby covenant and agree(s) as follows:

1. The Covenantor(s) shall install and/or provide for the maintenance of the on-site forest to insure that said forest is and remains in acceptable condition in accordance with approved standards and with applicable laws, rules and regulations. If necessary, the Covenantor(s) shall levy regular or special assessments against any and all present or subsequent owners of other property which contain the forest to insure that the forest is properly maintained.
2. The County may, but is not obligated to, inspect the facility. If, after reasonable notice by the County as per the Calvert County Forest Conservation Regulations, the Covenantor(s) shall fail to install and/or provide for the maintenance of the on-site forest in accordance with the approved standards and with the law and all applicable rules and regulations, the County may, but is not obligated to, enter onto the facility and perform all necessary installation and maintenance, and may assess the Covenantor(s) for the cost of said work. Said assessment shall be a lien against the subject property and may be placed on the property tax bill of said subject property and collected as ordinary taxes by the County.
3. The Covenantor(s) does/do hereby grant and shall continue to grant the County, its successors, agent(s) and contractor(s) the right of entry to the forest for the purpose of inspecting, and, if necessary, installing and or maintaining the forest, and shall provide and maintain perpetual access from public rights-of-way to the facility for the County, its successors, agent(s), and contractor(s) for said purposes. The Covenantor(s) shall also grant to the County easements and rights-of-way necessary for the foregoing purposes.
4. The Grantor acknowledges that the County may exercise its emergency authority provided for by the law.
5. The Covenantor(s) shall indemnify and save the County harmless from any and all claims for damages to persons or property arising from the installation and maintenance of the forest.
6. The Covenantor(s) shall notify the County of the legal and/or equitable transfer of any of the Covenantor(s)' responsibilities for the forest within thirty (30) days of such transfer and shall supply the County with a copy of any documents of transfer, executed by both parties.
7. This Declaration of Covenants and Agreement in no way relieves the Covenantor(s) of responsibility for providing, installing and or maintaining the forest as it may be deemed necessary by the County or other appropriate agency.

