

**FOREST CONSERVATION ACT  
EASEMENT LONG TERM PROTECTION  
AGREEMENT**



This Forest Conservation Act Easement (the “Easement”) is made this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (the “Grantor”) and Town of La Plata (the “Grantee”).

**RECITALS**

WHEREAS, Grantor owns and manages land located in Town of La Plata on Tax Map \_\_\_\_\_, Grid \_\_, Parcel \_\_\_\_\_, Lot \_\_\_\_\_, and being the land conveyed unto the Grantor by \_\_\_\_\_ by deed dated \_\_\_\_\_, and recorded among the Land Records of Charles County, Maryland in Liber \_\_\_\_, Folio \_\_\_\_, (the “Property”) as more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Grantor has chosen to accommodate afforestation, reforestation or retention on portion of the Property (the “Easement Area”), as described on Exhibit A pursuant to Natural Resources Article, Section 5-1601, et seq., Annotated Code of Maryland, as implemented by regulations, COMAR Title 08, Subtitle 19 (the “Act”), and, Chapter 173, Article VII of the Code of the Town of La Plata; and

WHEREAS, the Grantor has complied with the Act and desires to place the Easement Area as herein defined, in permanent protection as required by the Act and as set forth in Forest Conservation Plan, FCP # \_\_\_\_\_, which has been approved by Town of La Plata, (the “Forest Conservation Plan”) and is kept and is on file in Town of La Plata Planning Department; and

WHEREAS, this Easement provides for the permanent protection of the Easement Area that also is shown on the Plat recorded among the Land Records of Charles County, Maryland, in Plat Book \_\_\_\_, Page \_\_\_\_.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms, conditions, and restrictions (the “Terms”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property for access to the Easement Area and the protection of the Easement Area.

**ARTICLE I. DURATION OF EASEMENT**

This Easement shall be perpetual and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by the Grantee against the Grantor and its respective personal representatives, heirs, successors, and assigns. The Terms contained

herein shall run with the Property and shall bind the Grantor and its heirs, personal representatives, successors, and assigns.

ARTICLE II. COMPLIANCE WITH THE FOREST CONSERVATION  
PLAN AND THE FOREST CONSERVATION ACT

The Grantor shall comply with the Terms of the Forest Conservation Plan and the Act on the Easement Area. All rights not otherwise prohibited by this Easement shall be exercised using best management practices and shall be consistent with a forest management plan prepared by a licensed, registered forester and approved by the Grantee.

ARTICLE III. PROHIBITED  
ACTIVITIES

- A. No commercial or recreational activities and no cutting of trees shall occur on the Easement Area, except for:
  - i. Passive recreational activities that do not result in the destruction of, or harm the viability of the trees in the Easement Area;
  - ii. Wildlife management with the approval of the Grantee;
  - iii. Forest management and tree maintenance practices pursuant to a forest management plan prepared by a licensed, registered forester, with the approval of the Grantee.
- B. No materials may be dumped, placed, or stored in the Easement Area, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, abandoned vehicles, appliances, or machinery.
- C. No excavation of materials is permitted in the Easement Area, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, and petroleum.
- D. No building, facility, means of access or other structure shall be constructed in the Easement Area after the date of this Conservation Easement.
- E. The following activities are prohibited within the Easement Area: placing structures or foundations, placing of impervious surfaces, grading, and disposing of liquids other than clean water runoff.
- F. The Easement Area may not be divided or subdivided. In no event shall any division or subdivision of the Property affect or be construed as affecting Grantee's right to access the Easement Area or to enforce this agreement.
- G. Grantee, its employees and agents and its successors and assigns, have the right

with reasonable notice, to enter the Property and the Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, its personal representatives, heirs, successors, or assigns are complying with the Terms of this Easement.

#### ARTICLE IV. MISCELLANEOUS

A. Grantor and its successors and assigns shall disclose these Terms in any subsequent sales contracts, leases, mortgages, deeds, and/or other legal instruments by which any interest in the Property is conveyed or encumbered.

B. Grantor shall notify Grantee and mortgage holders, if any, in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed, or otherwise transferred at or prior to the time transfer of title is consummated.

C. All written notice required by these Terms shall be sent to the current Grantor at such address as is shown in the County tax records, and for the Grantee, to the Director of Planning, Town of La Plata, 305 Queen Anne Street P. O. Box 2268, La Plata MD 20646.

D. The Grantee may enter onto the Easement Area and Property, for access to the Easement Area, at any reasonable time for the purpose of conducting inspections to determine compliance with the Terms herein contained.

E. Upon any breach of any of the Terms, the Grantee shall have the right to enforce this Agreement in accordance with any or all of the remedies provided in Annotated Code of Maryland Natural Resources Article, Section 5-1612, and COMAR 08.19.06.03 and Town of La Plata Ordinance Number Chapter 173 of the Town of La Plata Code. Additionally, upon any breach of the Terms by Grantor, Grantee may exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and
2. Require that the Property be restored promptly to the condition required by this Conservation Easement.
3. If Grantee is found to have conducted or authorized the removal of trees in the Forest Protection Area except in accordance with an approved Forest Management Plan, Town will assess Grantee a penalty of \$0.30 per square foot of area found to be in noncompliance, as well as other penalties imposed by Town of La Plata. Payment of this penalty shall be in addition to and not in lieu of other penalties provided herein.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of the Terms, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorney's fees.

F. No failure on the part of the Grantee to enforce any Term hereof shall discharge

or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

G. This Easement shall be construed pursuant to the laws of the State of Maryland.

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

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

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

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

TO HAVE AND TO HOLD the Easement above described unto Town of La Plata, State of Maryland, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon Grantor, its survivors, agents, personal representatives, heirs, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property and the Easement Area.

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

IN WITNESS WHEREOF, the Grantor(s) have executed this Easement as of this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (Seal)  
Authorized Agent

STATE OF MARYLAND, COUNTY OF CHARLES, TO WIT:

HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared \_\_\_\_\_, the authorized agent for \_\_\_\_\_ and duly acknowledged the foregoing Forest Conservation Agreement, and Easements to be his act.

AS WITNESS my hand and Notarial Seal.

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

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

ATTEST:

TOWN OF LA PLATA

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Town Manager

STATE OF MARYLAND, COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the Town Manager of the Town of La Plata, a political subdivision of the State of Maryland, and acknowledged that, being duly authorized to do so, he executed the within instrument on behalf of the Town of La Plata for the purposes therein contained.

WITNESS my hand and Notarial seal.

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

My Commission expires: \_\_\_\_\_

AFTER RECORDATION RETURN TO:

Town Manager  
305 Queen Anne Street  
P.O. Box 2268  
La Plata, Maryland 20646

**EXHIBIT A**

**DESCRIPTION OF THE EASEMENT AREA**