

FOREST RESOURCE
DEED OF EASEMENT/MAINTENANCE
COVENANTS AND AGREEMENT

This Forest Resource Deed of Easement/Maintenance Covenants and Agreement, made this _____ day of _____, 20____, by and between _____ ("Grantors") and Frederick County, Maryland, a body corporate and politic of the State of Maryland ("Grantee"),

Whereas, the Grantor(s) are the owners of a certain tract of land located in Frederick County, Maryland, over and across which it is necessary to provide an area for the conservation, protection and, where applicable, the planting of trees to produce forested areas as provided for in the Frederick County Forest Resource Ordinance, (hereinafter "Forest Conservation Area"), and

Whereas, it is necessary to provide for the future protection, maintenance, and inspection of this Forest Conservation Area.

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant and convey unto Frederick County, Maryland, its successors and assigns, the perpetual Forest Conservation Area Easement and Access Easement right of way more particularly described on Exhibit A which is attached hereto and incorporated herein by reference; through and across the real estate located in Frederick County, Maryland, being part of the parcel of land which was conveyed unto **(insert name of Grantors)**, from **(insert names of Grantor's predecessor in title)** by Deed dated

_____, and being recorded among the Land Records of Frederick County, Maryland, in Liber _____, folio _____.

To have and to hold said Forest Conservation Area Easement and Access Easement right of way, together with the rights and privileges appurtenant to their proper use and benefits, forever by the Grantee, its successors and assigns, in accordance with the terms set forth herein, as follows:

FIRST: That the Grantee, its successors and assigns, shall at all times have a right to enter said easement and right of way area for the purpose of inspecting and/or maintaining, or replacing vegetation within the said Forest Conservation Area, the right of entry to be along the easement area herein designated and along such other lines as the Grantees may deem necessary;

SECOND: The responsibilities for the maintenance of, and the restrictions on the activities within, the Forest Conservation Area shall be as set forth in the Maintenance Covenant and Agreement attached hereto as "Exhibit B" and incorporated herein by reference as if fully set forth;

THIRD: The Grantors further covenant and agree that the easements, rights of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantors and their heirs, executors, administrators, successors and assignees and shall bind all present and subsequent owners of the property identified herein;

FOURTH: The Grantors covenant and agree that all parties having an interest in the property which is subject to this Deed of Easement have executed this document and agreed to the terms hereof; and

FIFTH: The Grantors will warrant specially said easement and right of way and shall execute such further assurances thereof as may be requisite.

GRANTOR:

_____	_____ (SEAL)
Witness	(Type Name)

_____	_____ (SEAL)
Witness	(Type Name)

The undersigned Lienholder does hereby agree and consent to this Deed of Easement/Forest Resource Maintenance Covenants and Agreement and by the signatures of its authorized Trustees does hereby grant and convey the above-stated easement as legal title holder of the herein described property, and does hereby further agree that the terms contained herein shall survive and sale under its _____, recorded in Liber _____, folio _____, one of the Land Records of Frederick County, Maryland.

[IDENTIFY ENTITY]

By: _____
Trustee or Officer

By: _____
Trustee or Officer

GRANTEE

ATTEST:

FREDERICK COUNTY, MARYLAND, a body
corporate and politic of the State of Maryland

By: _____
Chief Administrative Officer

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, who acknowledged that he/she is
_____ [officer's title] of _____ [name of company], and that
he/she, as such officer, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the company by him/herself as such
officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

***NOTE:** This Notary/Acknowledgment block is a sample appropriate for an officer of a corporation's signature. If the document is to be executed by an individual, a partner, or trustee, the appropriate Notary language must be supplied. A proper Notary/Acknowledgment block must be provided for every signator.

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, **Chief Administrative Officer** of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and that he is duly authorized to make this acknowledgment on its behalf.

Notary Public

My Commission Expires: _____

This instrument has been prepared by or under the supervision of the undersigned, and attorney duly admitted to practice before the Court of Appeals of Maryland.

[signature]

OR

This instrument has been prepared by _____, one of the parties herein.

[signature]