

**FOREST CONSERVATION BANK  
RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT**

THIS CONSERVATION EASEMENT, for the purposes of establishing a Forest Conservation Bank, is made on this 6<sup>th</sup> day of April, 2020, by **BROOKWOOD II, LLC, a Maryland limited liability company** (hereinafter referred to as "Grantors") in favor of the **County Commissioners of Charles County, Maryland**, a body corporate and politic ("Grantee").

WHEREAS, the Grantors own in fee simple 73.4929 acres of certain real property labeled as Forest Conservation Area #1, as shown on the plat entitled "PLAT 12, LAND OF BROOKWOOD II, LLC FOREST CONSERVATION MITIGATION BANK", recorded among the land records of Charles County, Maryland in Plat Book 61, folio 235, as more particularly described in Exhibit A attached hereto (hereinafter referred to as "the Property");

WHEREAS, the County's Forest Conservation Ordinance has been adopted as Chapter 298 of the Charles County Code, which may be amended from time to time (hereinafter referred to as the "County's Forest Conservation Ordinance");

WHEREAS, the primary purpose of the County's Forest Conservation Ordinance is to minimize the loss of forest as defined within the County's Forest Conservation Ordinance;

WHEREAS, in recognition of the importance of forestry resources, the Grantors desire to protect these resources by subjecting the Property to protective covenants stated herein;

WHEREAS, the County's Forest Conservation Ordinance allows offsite compliance, under certain circumstances;

WHEREAS, one of the purposes of this Easement Agreement is to facilitate third party compliance with the County's Forest Conservation Ordinance by allowing off-site compliance and thus, to the extent that portions of the Property are later earmarked for third parties to achieve the aforementioned compliance, the parties shall memorialize this reservation in a document that shall be recorded among the Land Record of Charles County, Maryland (see Exhibit B, which is a template of the document to be used);

WHEREAS, the parties desire this Easement Agreement to run with the Property and bind future owners thereof;

WHEREAS, the Grantors desire and intend to convey to Grantee the right to preserve and protect the forest resources and other conservation values of the Property in perpetuity; and

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SUR \_\_\_\_\_

CHARLES COUNTY CIRCUIT COURT (Land Records) SLH 11129, p. 0443, MSA\_CE52\_11148, Date available 05/22/2020. Printed 07/18/2024.

WHEREAS, the Grantee agrees, by accepting this grant, to preserve and protect in perpetuity the forest resources and other conservation values of the Property for the benefit of this generation and the generations to come, in accordance with the terms stated below.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantors hereby grant and convey to the Grantee a forest conservation easement in perpetuity over the Property, of the nature and character and to the extent hereinafter set forth (hereinafter referred to as the "Easement").

1. The Grantors, their successors, heirs and assigns, covenant and agree to preserve and protect the forest resources and other conservation values, thus providing for all planting, maintenance, and protection, of the Property, in perpetuity, to ensure that the Property is and remains in compliance with the County's Forest Conservation Ordinance and all applicable standards, rules, regulations, and laws, which may be periodically amended.
2. Unless otherwise provided, the Owner(s) of the Property is/are responsible for the maintenance and protection of the Property.
3. As stated above, the Grantors are conveying this easement to the Grantee to facilitate third party compliance with the County's Forest Conservation Ordinance, which allows offsite compliance in certain specified situations. At such time as a portion of the Property is specifically earmarked for the benefit of the third party attempting to obtain offsite compliance, the parties shall memorialize this reservation in a document that shall be recorded among the Land Records of Charles County, Maryland (see Exhibit B, which is a template of the document to be used). The Grantors shall maintain an inventory of the Property allocated to specific projects and track the allocations by recording a tracking table document with each transaction.
4. No right of access by the general public to any portion of the Property is conveyed by this Easement.
5. The Grantee shall have the right to: (a) preserve and protect the forest resources and other conservation values of the Property; (b) enter upon the Property at reasonable times for the purpose of monitoring compliance with and otherwise enforce the terms of this Easement; (c) prevent any activity on or use of the Property that is inconsistent with the terms of this Easement and to require the restoration of features on the Property that may be damaged by any inconsistent activity or use.
6. Upon receipt of notice that the Grantors are in violation of any terms of this Easement or that a violation is threatened, the Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to remedy the violation. However, if the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation

values of the Property, the Grantee may pursue its remedies under this paragraph without prior notice to Grantors. Otherwise, Grantors or other responsible party, shall remedy the violation, as directed by the Grantee, within thirty (30) days. If adequate remedy is not attained within thirty (30) days, the Grantee is granted discretion to perform all the necessary work to remedy such that the terms of this Easement are satisfied, and the Owner(s) of the Property shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the property and may be included in the tax bill for the Property and/or collected as taxes by the Grantee. The Grantee shall retain the option to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex-parte as necessary, by injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any forest resources and/or other conservation values of the Property. The Grantors agree to pay for Court costs and reasonable attorneys' fees if the Grantee prevails any judicial proceedings. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver. Grantors hereby waive any defense of laches, estoppel, or prescription.

7. The Grantors shall indemnify and hold harmless the Grantee from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the Property. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including, without limitation, the payment of taxes on the Property.
8. Limited clearing of trees and other plant materials may occur in conjunction with horticultural practices normally used to maintain or improve forest health, or in conjunction with hiking and interpretive trail development. Removal of exotic or invasive species is permitted and encouraged, and diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage. Non-native, or exotic species of plants, are plants that establish artificially in locations other than the known historical range of the particular species, typically transported from other continents or regions. Invasive plant species grow rapidly over large areas, typically displacing other less invasive native species. Damage to any remaining trees and other plant materials, resulting from said clearing, shall be avoided to the maximum extent feasible, and remaining trees six (6) inches or greater in diameter at four and one-half (4.5) feet above the ground shall be protected from any damage whatsoever.
9. Non-commercial and commercial timber harvesting may occur, provided a State approved or recommended Forest Management Plan is approved by the Charles County Zoning Officer. In addition, the specific area of timber harvest activities shall be subject to a Timber Harvest Plan, prepared by a State-Licensed Forester, consistent with the intent of the Forest Management Plan. Clearing of trees or other plant materials, in conjunction with timber harvesting, shall not exceed the "Forest Threshold Density" of no less than one hundred (100) trees per acre, with at least fifty

(50) percent of those remaining protected trees having a two (2) inch or greater diameter at four and one-half (4.5) feet above the ground. Native saplings and seedlings shall be protected, to the extent feasible, particularly in areas where the density of trees is less than the Forest Threshold Density.

10. Removal of trees or other plant materials within one hundred (100) feet of perennial, intermittent and ephemeral streams, including all area designated as Resource Protection Overlay Zone (RPZ), shall be limited to exotic and invasive species. Such removal shall avoid causing conditions of erosion and any other adverse effects to natural slope stability, and enhancement of stability through the planting of native plant species unique to site conditions is encouraged.
11. Buildings and other structures are prohibited on the Property; however, non-residential structures that are designed, constructed, and utilized in connection with the forestry and conservation uses of the Property (e.g. hunting blinds and hunting stands) that do not undermine and/or interfere with the purposes of this Agreement may be permitted.
12. Posting of advertisements, including signs or billboards, is not permissible.
13. Disposal of waste materials, man-made or otherwise, including but not limited to construction debris, appliances, water craft and motor vehicles, is not permissible. Dumping of organic material, such as ashes, sawdust, leaves or grass clippings, shall be limited to placement in a properly located, designed, and maintained compost pile, and shall not result in damage to the forested area, subject to approval by the Zoning Officer.
14. The Property shall not be used as a site for any major public utility installation, including but not limited to electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, or telephone exchanges, except with variance approval authorized in Article XV of the County's Forest Conservation Ordinance.
15. The Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The Grantors further agree to give written notice to the Grantee of the transfer of any interest no fewer than twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its ability to enforce in any way.
16. The general provisions of this Easement are as follows:
  - a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Maryland.

- b) Liberal Construction. Any general rule of construction to the contrary of, and notwithstanding this Easement, shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement.
- e) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

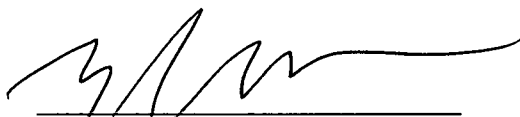
TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the Grantors and the Grantee have set their hands and seals on the day and year first above written.

(signatures appear on the following pages)

ATTEST:

GRANTORS

  
\_\_\_\_\_  
(Seal)

Brookwood II, LLC, a Maryland limited liability company

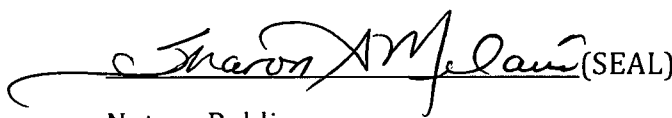
By: P. Wayne Wilkerson

Printed Name: P. Wayne Wilkerson,  
Managing Member

**State of Maryland, Charles County, To Wit:**

I HEREBY CERTIFY, that on this 6<sup>th</sup> day of APRIL, 2020, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared P. Wayne Wilkerson, and duly acknowledged the foregoing Forest Conservation Easement to be his/her authorized act.

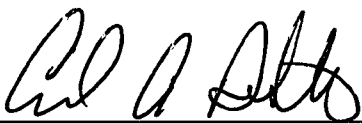
WITNESS my hand and Notarial Seal.

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

My Commission Expires:


July 22, 2023

ATTEST:


  
\_\_\_\_\_

GRANTEE

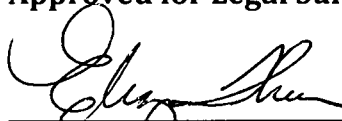
COUNTY COMMISSIONERS OF CHARLES  
COUNTY, MARYLAND

  
\_\_\_\_\_ (Seal)  
Reuben B. Collins, II, Esq., President

Approved for Acceptance:

  
\_\_\_\_\_ (seal)  
Planning Director  
Department of Planning and Growth Management

Approved for Legal Sufficiency:

  
\_\_\_\_\_ (seal)  
County Attorney

**EXHIBIT A**

Legal Description of the Property  
Forest Conservation Bank

Exhibit A Consists of 2 Pages





ENGINEERS • ARCHITECTS • PLANNERS • LANDSCAPE ARCHITECTS

**LAND OF BROOKWOOD II, LLC  
FOREST CONSERVATION BANK  
In The Forth Election District  
Charles County, Maryland**

**BEGINNING** at an iron pipe found; said iron pipe marking the northernmost common corner of a parcel of land now or formerly in the name of Elmer G. Marchi, et ux in as recorded among the Land Records of Charles County, Maryland in Liber 394 at Folio 204 and Lot 1 Webster Subdivision recorded among said land records in Plat Book 47 at Page 78; said iron pipe lastly being described as the easternmost point of the herein described;

**THENCE** leaving said point of beginning, so fixed, and running with the aforesaid Lot 1 Webster Subdivision (PB. 47 Pg. 78) the following course and distance

1. **South 6°32'39" West — 223.06 feet** to an iron pipe found in the outline of Lot 22 Hollybrook Farm Section 4 as recorded among said land records in Plat Book 60 at Pages 282-283;

**THENCE** leaving said Lot 1 Webster Subdivision (PB. 47 Pg. 78) and running and binding with the outline of Lot 22 (PB. 60 Pg. 282-283) the following two (2) courses and distances;

2. **North 73°37'41" West — 175.17 feet** to a point, and.
3. **North 71°43'13" West — 282.07 feet** to a point in the outline of the Residue as shown on said plat of Hollybrook Section 4 (PB. 60 Pg. 282-283)

**THENCE** leaving said Lot 22 (PB. 60 Pg. 282-283) and running and binding with the outline of said Residue (PB. 60 Pg. 282-283) the following four (4) courses and distances;

4. **North 71°43'13" West — 794.10 feet** to a point,
5. **North 65°45'51" West — 132.00 feet** to a point,
6. **North 82°45'51" West — 361.94 feet** to a point, and
7. **South 14°30'07" West — 1717.22 feet** to a point;

**THENCE** leaving said Residue (PB. 60 Pg. 282-283) and running through the land of the Grantors and with the northern outline of an existing Forest Conservation Easement F as recorded among said land records in Plat Book 60 at Page 642 the following course and distance,

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Legal Description Land of Brookwood II, LLC  
Forest Conservation Mitigation Bank  
Page 2 of 2

8. **North 74°50'26" West — 1262.68 feet** to a point in the outline of a parcel of land now or formerly in the name of James W. Thompson, et ux as recorded among said land records in Liber 423 at Folio 124;

**THENCE** running and binding with said Thompson parcel (L. 423 F. 124) the following five (5) courses and distances,

- 9. **North 15°09'34" East — 595.20 feet** to a point,
- 10. **North 10°50'26" West — 1363.12 feet** to a point,
- 11. **South 75°50'26" East — 231.08 feet** to a point,
- 12. **North 13°57'34" East — 750.25 feet** to a point, and
- 13. **North 18°44'26" West — 676.72 feet** to a point.

**THENCE** leaving said Thompson parcel (L. 423 F. 124) and running through the land of the Grantor and with an existing Forest Conservation Easement E recorded among said land records in Plat Book 59 at Page 677 the following course and distance,

14. **South 70°05'48" East, 1465.67 feet** to a point in the outline of the aforesaid Marchi parcel (L. 394 F. 204);

**THENCE** running and binding with said Marchi parcel (L. 394 F. 204) the following three (3) courses and distances,

- 15. **South 4°15'19" East, 87.82 feet** to an iron pipe found,
- 16. **South 75°28'55" East, 545.08 feet** to a point, and
- 17. **South 68°35'59" East, 1241.85 feet** to the point of beginning;

**CONTAINING** 73.4929 acres of land, more or less, as described by Lorenzi, Dodds, and Gunnill, Inc. in March, 2020;

**BEING** part of the land conveyed to Brookwood II, LLC from Ann Louise Beers, ET AL by deed dated June 28, 2006 and recorded among the Land Records of Charles County, Maryland in Liber 5919 at Folio 1.

This description was prepared under the responsible charge of a Licensed Professional Land Surveyor for the State of Maryland, as defined in COMAR Regulations for the State of Maryland, §9.13.06.12.

Kevin S. Norris  
Professional Land Surveyor  
Maryland Registration #21115  
License Expires January 18, 2022



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**EXHIBIT B**

**Template**

Document to be used by third parties to demonstrate offsite compliance with the Forest Conservation Ordinance for Charles County, Maryland

**EASEMENT DECLARATION**

This Easement Declaration is recorded pursuant to Real Property Article §3-102 of the Annotated Code of Maryland.

Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_

Benefited Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_

Property Benefited: \_\_\_\_\_

Property Encumbered: \_\_\_\_\_

Easement Description: \_\_\_\_\_

WITNESS the hand and seal of the Property Owner this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST  
\_\_\_\_\_

EASEMENT DECLARANT  
By: \_\_\_\_\_

NOTARY

FOREST CONSERVATION BANK  
TRACKING TABLE TO FOLLOW

CHARLES COUNTY CIRCUIT COURT (Land Records) SLH 11129, p. 0453, MSA\_CE52\_11148. Date available 05/22/2020. Printed 07/18/2024.

**LAND OF BROOKWOOD II, LLC FC BANK**  
**TOTAL ORIGINAL ACREAGE = 177.5730 AC**

<b>Purchaser/User</b>	<b>Previous FC Doc Recorded</b>	<b>Acreage</b>	<b>Available Acreage Remaining</b>
Adams Crossing B-1 FC 07-776	FC Easement A L.7407 F. 253	12.42	165.1530 Ac.
Linden Grove 1-2 FC 03-514	FC Easement B L. 7619 F. 390	8.8 Ac.	156.3530 Ac.
Brentwood Section 5 FC 97-P10-253	FC Easement C L. 8166 F. 213	33.16	123.1930 Ac.
Adams Crossing B-2 FC 07-776	FC Easement D L. 8107 F. 138	4.2601 Ac.	118.9329 Ac.
Linden Grove I-3 FC 03-P18-514	FC Easement E L. 8856 F. 460	20.6001 Ac.	98.3328 Ac.
Brentwood Section 7 FC 05-253	FC Easement F L. 10721 F. 214	24.84 Ac.	73.4928 Ac.

**REMAINING FC ACREAGE = 73.4928**

<b>Purchaser/User</b>	<b>FC Agreement Executed</b>	<b>Acreage</b>	<b>Available Acreage Remaining</b>

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# DOCUMENT VALIDATION

Sharon L. Hancock, Clerk  
Circuit Court for Charles County  
200 Charles Street  
La Plata, MD. 20646  
301-932-3202

LR - Government  
Instrument 0.00  
Agency Name: COUNTY  
Instrument List:  
Agreement / Easement  
Describe Other:  
Ref: BROOKWOOD II LLC  
=====

Total:	0.00
05/14/2020 10:19	
	CC08-LR
#13676298 CC0702 -	
Charles	
County/CC07.02.02 -	
Register 02	

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