WATER RECHARGE AREA
EASEMENT AND RESTRICTIVE COVENANT

THIS WATER RECHARGE AREA EASEMENT AND RESTRICTIVE COVENANT, is made this _____ day of _________________, 2003, by and between __________________________, (herein “Grantor”), THE TOWN OF UNION BRIDGE, a municipal corporation of the State of Maryland (herein “Grantee”), and the Maryland Department of the Environment (“MDE”).

WHEREAS, Union Bridge Homes, LLC, or its assignees, are developing a residential housing project in the _________________ Election District of Carroll County, Maryland, currently known as the Bowman Property (“Project”); and

WHEREAS, Grantee is a governmental entity and bears responsibility for operation and maintenance of the water supply and wastewater treatment systems for the Project; and

WHEREAS, MDE is a state agency responsible for regulating and permitting the appropriation of groundwater; and

WHEREAS, the water supply for the Project is provided by a community well system which requires a certain amount of permeable or unimproved land in the immediate area of the Project to accept precipitation for the purpose of maintenance of base flow and groundwater levels within the basin containing the community wells which serve the Project (“recharge area”); and

WHEREAS, MDE has determined that additional acreage for a recharge area is necessary and required to meet the water balance criteria supporting withdrawals from
wells serving the Project in order to allow the Developer to create and improve lots on the Project; and

WHEREAS, Grantor is the owner, in fee simple, of certain parcels of unimproved, permeable real estate, containing ________ acres of land, more or less, which the parties agree would be an acceptable additional recharge area within the basin containing the community wells which serve the Project (“subject property”, described in Exhibit A and below); and

WHEREAS, Grantor has agreed to grant unto Grantee an easement over the subject property as described below, for the purpose of allowing Grantee to use the property as recharge area in the water balance for the Project’s community wells; and

WHEREAS, Grantor has further agreed to refrain from constructing or placing any improvements on the subject property that would reduce materially the ability of precipitation to infiltrate into the subject property for recharge of the groundwater; and

WHEREAS, Grantor has further agreed to refrain from constructing any groundwater extraction wells on the subject property; and

WHEREAS, Grantor has further agreed to record this Water Recharge Area Easement and Restrictive Covenant among the Land Records for Carroll County, Maryland; and

WHEREAS, other property of equal or greater acreage in the basin of the Project’s community wells may become available hereafter for imposition of a comparable water recharge area easement and restrictive covenant to the benefit of Grantee for the purpose of maintaining the water balance with the community wells which serve the Project (“Alternative Recharge Area”); and
WHEREAS, the parties have agreed that this Water Recharge Area Easement and Restrictive Covenant may be removed from the subject property only if an equivalent water recharge area easement and restrictive covenant is placed on an Alternative Recharge Area, which is approved by the Maryland Department of the Environment and recorded among the Land Records of Carroll County, Maryland.

NOW, THEREFORE, THIS WATER RECHARGE AREA EASEMENT AND RESTRICTIVE COVENANT WITNESSETH: Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the delivery of these presents, does hereby grant and convey unto Grantee, and its successors and assigns, a water recharge area easement, in, on, over, under, and across the real property of Grantor which is described on **EXHIBIT A**, attached hereto and made a part hereof. BEING part of the same real estate conveyed unto Grantor by deed from

____________________________________________

_________________________________________________________________________

_, dated ______________, recorded in Libe r ______, folio ______ among the Carroll County Land Records and being composed of _______ separate easement areas (collectively the “subject property”).

The water recharge area easement shall be and constitute a servitude upon the subject property; and to that end and for the purpose of accomplishing the intent of the parties hereto, Grantor, for itself and is personal representatives, successors and assigns, does hereby covenant and agree with Grantee and its successors and assigns, that it will not
construct or cause to be constructed any groundwater extraction wells on the subject property, nor will it take any action whatsoever to create any impervious or impermeable area or areas on the subject property, except that Grantor may construct structures (such as, for example, outbuildings, driveways, sidewalks, porches, pools, or other accessory structures) on any or all of the easement areas if doing so will not reduce the pervious surface area of the affected easement area by more than five percent (5%). For purposes of the preceding sentence, “impervious” or “impermeable” areas shall mean areas which do not permit the passage of rain, stormwater, or moisture into the ground.

TO HAVE AND TO HOLD the said Water Recharge Area Easement and Restrictive Covenant, together with all and singular the rights and privileges thereunto belonging, unto Grantee and its successors and assigns, to the proper use and benefit of Grantee and its successors and assigns, until such time, if ever, as an equivalent water recharge area easement and restrictive covenant, which is recorded among the Land Records for Carroll County, Maryland, is granted to Grantee with respect to an Alternative Recharge Area, approved by the Maryland Department of the Environment, as defined above, at which time Grantee agrees to release the record of this Water Recharge Area Easement and Restrictive Covenant.

AND GRANTOR hereby covenants that it will warrant specially the Water Recharge Area Easement herein conveyed and that it will execute such further assurances of the same as may be requisite.
IN WITNESS WHEREOF, Grantor has executed this Water Recharge Area Easement and Restrictive Covenant on the day and year first above written.

WITNESS:

____________________   BY: ___________________________(SEAL)

Grantor

WITNESS:

____________________   BY: ____________________________(SEAL)

Grantee

WITNESS:

____________________   BY: ____________________________(SEAL)

Approved as to form and legal sufficiency:

__________________________________
Assistant Attorney General

STATE OF MARYLAND, COUNTY OF ________________, TO WIT:

I hereby certify that on this _______ day of ________________, 2003, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared ______________________________, __________________ of ____________________, a Maryland corporation, and he acknowledged the foregoing instrument to be the act and deed of _____________________ as its ___________________; and he also acknowledged that he is duly authorized to make this acknowledgment on behalf of ________________________, as its ____________________.

Witness my hand and Notarial seal.

__________________________________
Notary Seal
My Commission Expires:

STATE OF MARYLAND, COUNTY OF ________________, TO WIT:

I hereby certify that on this ______ day of ________________, 2003, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared ______________________________, and he acknowledged the foregoing instrument to be the act and deed of ______________________________, as its ______________________________; and he also acknowledged that he is duly authorized to make this acknowledgment on behalf of ______________________________, as its ______________________________.

Witness my hand and Notarial seal.

____________________________________
Notary Seal

My Commission Expires:

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this ______ day of ________________, 2003, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared ______________________________, Director of the Water Management Administration, Maryland Department of the Environment, and he acknowledged the foregoing instrument to be the act and deed of the Maryland Department of the Environment, Water Management Administration; and he also acknowledged that he is duly authorized to make this acknowledgment on behalf of Maryland Department of the Environment, as the Director of its Water Management Administration.

Witness my hand and Notarial seal.

____________________________________
Notary Seal

My Commission Expires:

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

____________________________________
DAVID K. BOWERSOX

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