

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this \_\_\_\_ day of \_\_\_\_\_, 1993, by and between NATIONAL WASTE MANAGERS, INC., (hereinafter called "Declarant") and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter call "County").

WHEREAS, Declarant is the owner of a tract or parcel of land more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Property"); and

WHEREAS, the property is the subject of a special exception rubble landfill use as regulated by Article 28, Title 12 of the Anne Arundel County Code; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions and restrictions set forth below for the purpose of creating an easement forever binding the property to activity compatible with a reclaimed rubble landfill after the termination of the rubble landfill use protecting the property from any development, harvesting, disturbance or construction thereon of any improvements except for normal agricultural, recreational, or open space use, and

WHEREAS, the creation of this easement will benefit the Declarant and the citizens of the County and, therefore, the Declarant desires to grant to the County the right to enforce the conditions, covenants and restrictions for the easement established under this Declaration.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to the Declarant in hand paid, the receipt whereof is hereby acknowledged, the Declarant does hereby establish the covenants, conditions and restrictions hereafter set forth to create an easement of the nature and character and to the extent hereinafter expressed to be and constitute a servitude upon the Property, which estate, interest, easements and servitude will result from the restrictions hereby imposed upon the use of the Property of the Declarant and to that end for the purpose of accomplishing the intent hereof, the Declarant covenants on behalf of itself, its successors, legal representatives, personal representatives, heirs and assigns, as applicable, to do and refrain from doing upon the

Property, the various acts hereinafter mentioned, it is hereby agreed and expressed that the doing and the refraining from said act, and each thereof, upon the Property, is and will be for the benefit of the Declarant and the County.

The restrictions hereby imposed upon the Property and the acts upon which Declarant so covenants to do and/or refrain from doing upon the Property in connection herewith after the termination of the special exception landfill use are as follows:

1. No construction or alteration of residential, commercial, industrial, or other structures of any kind will be placed or erected upon the Property or any use in connection therewith shall be made of the Property.

2. No development, harvesting, disturbance or construction on the Property of any improvements except for normal agricultural, recreational, or open space use.

3. The general topography of the landscape of the Property shall be maintained in its condition after closure and final capping of the landfill as required by the Maryland Department of the Environment.

4. After termination of the special exception landfill use, the site shall be restricted to activity compatible with a reclaimed landfill such as agricultural, recreational, or open space use.

TO HAVE AND TO HOLD the said estate, interest, easements and servitude hereby granted unto the Declarant and the County, their successors, legal representatives, personal representatives, heirs and assigns, as applicable, forever, subject to the reservation of the right of termination set forth below. This grant shall be binding upon the Declarant and County, their successors, legal representatives, personal representatives, heirs, and assigns as applicable and shall constitute a servitude upon the Property and shall run with the land. Furthermore, notwithstanding any provision or matter to contrary herein contained or implied, nothing contained in this Declaration of Covenants, Conditions and Restrictions shall preclude the County from assigning any interest it has hereunder to any third party or parties.

SUBJECT HOWEVER to the right of the Declarant and County to jointly terminate such estate, interest, easements and servitude hereby granted upon the execution of an instrument and recordation thereof among the Land Records of Anne Arundel County,

Maryland declaring that the estate, interest, easements and servitude created under this Declaration is terminated and no longer in force and effect.

The County and the Declarant are hereby granted the right to enforce this Declaration and the Covenants, conditions and restrictions set forth herein.

WITNESS the hand and seal of the Declarant on the day hereinafter first written.

WITNESS:

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 1993, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he, as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WHEREOF, I hereunto set my signature and official seal.

\_\_\_\_\_  
NOTARY PUBLIC