

**EXHIBIT B**

**FOREST RESOURCE**

**INSPECTION AND MAINTENANCE COVENANTS AND AGREEMENT**

**(CATEGORY A)**

1. **Grantor Obligations:** The Granters, their successors, heirs and assigns, covenant and agree to provide for all the planting, maintenance, and protection of Forests in the Forest Conservation Area(s) to ensure that the Forest Conservation Area is and remains in compliance with the approved Forest Conservation Plan on file with the Myersville Planning Office, and all applicable standards, rules, regulations, and laws.

2. **Maintenance and Protection Responsibility:** Unless otherwise provided, the person(s) or (entity) having legal title to the particular section of property where any Forest Conservation Area is located is responsible for the maintenance and protection of that area. In the event a facility is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro rata share of the maintenance.

3. **Correcting Deficiencies:** Upon receipt of notice from the Town of Myersville of any problems or deficiencies in the Forest Conservation Area, the Grantor or other responsible party will correct problems as directed by the Town of Myersville. If the requested corrections are not made within thirty (30) days, the Town of Myersville may, at its discretion, perform all the necessary work to bring the facility into compliance with statutory requirements, and the Owner(s) of the land(s) upon which the facility is located 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 on which the facilities are located and collected as taxes by Frederick County.

4. **Indemnification:** The Grantor shall indemnify and save the Town of Myersville harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facilities.



**FOREST RESOURCE DEED OF EASEMENT**

This Forest Resource Deed of Easement/Maintenance Covenants and Agreement, made this 9<sup>th</sup> day of May, 2024 by and between **Rowland, LLC**, a Maryland limited liability company ("Grantor") and the **Town of Myersville**, a body corporate and politic of the State of Maryland ("Grantee" or "Town"),

Whereas, the Grantor is the owner of a certain tract of land located in the Town of Myersville, 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 Town of Myersville 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 Grantor does hereby grant and convey unto the Town of Myersville, its successors and assigns, the perpetual Forest Conservation Easement Areas more particularly described on **EXHIBIT "A"**, 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 Rowland, LLC, a Maryland limited liability company, by a Déed from W.L. Waters, Inc., a Maryland corporation, dated January 25, 2024 and recorded in Liber 16772, folio 311, among the land records for Frederick County, Maryland.

To have and to hold said easements and rights of way together with the rights and privileges appurtenant to their proper use and benefits forever by the Grantee, its successors and assigns.

FIRST: That the Grantee, its successors and assigns, shall at all times have a right to enter said easement and right of way areas for the purpose of inspecting and/or maintaining, or replacing vegetation within the said Forest Conservation Areas, the right of entry to be along the

easement areas 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 Areas 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 Grantor further covenants and agrees that the easements contained herein shall run with the land and shall bind the Grantor and its successors and assignees and shall bind all present and subsequent owners of the property identified herein;

FOURTH: The Grantor covenants and agrees 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 Grantor will warrant specially said easements and shall execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS:

Haithyn Thomas

ROWLAND, LLC, a Maryland limited liability company

By: [Signature] (SEAL)  
Name:  
Title:

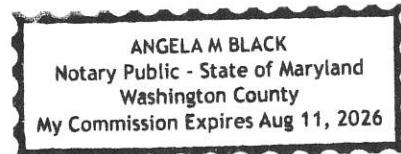
STATE OF Maryland, COUNTY OF Washington TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 2024, before me, the subscriber, a Notary Public in and for the State of Maryland and Washington County, personally appeared Jimmy Rowland, the Member of Rowland, LLC, a Maryland limited liability company, and he did acknowledge the foregoing instrument to be the act and deed of Rowland, LLC, and that he is duly authorized to make this acknowledgement on its behalf.

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

[Signature]  
Notary Public

My Commission Expires: 8/11/26



ATTEST

TOWN OF MYERSVILLE, a body  
corporate and politic of the State of Maryland

By:

\_\_\_\_\_  
Mark Hinkle, Mayor

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the  
subscriber, a Notary Public in and for the State of \_\_\_\_\_ and \_\_\_\_\_  
County, personally appeared Mark Hinkle, Mayor of the Town of Myersville, a body corporate  
and politic of the State of Maryland, and acknowledged the foregoing instrument to be the act of  
the Town of Myersville, and that he is duly authorized to make this acknowledgment on its  
behalf.

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

\_\_\_\_\_  
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.

\_\_\_\_\_  
Tracie L. Clabaugh, Esq.