Article - Real Property

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§10–705.

(a) (1) In this section the following words have the meanings indicated.

(2) "Conservation easement" means an easement, covenant, restriction, or condition on real property, including an amendment to an easement, covenant, restriction, or condition, as provided for in § 2–118 of this article that is:

(i) Owned by:

1. The Maryland Environmental Trust;

2. The Maryland Historical Trust;

3. The Maryland Agricultural Land Preservation Foundation;

4. The Maryland Department of Natural Resources;

5. A county or municipal corporation and is funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local agricultural preservation program; or

6. A land trust; or

(ii) Required by a permit issued by the Department of the Environment.

(3) "Land trust" means an organization that:

(i) Is a qualified organization under § 170(h)(3) of the Internal Revenue Code and regulations adopted under that section; and

(ii) Has executed a cooperative agreement with the Maryland Environmental Trust.

(b) (1) This section applies to the sale of property encumbered by a conservation easement.

(2) This section does not apply to the sale of property in an action to foreclose a mortgage or deed of trust.

(c) A vendor of real property encumbered by one or more conservation easements shall, on or before entering into a contract for the sale of the property, deliver to each purchaser:

(1) The notice described in subsection (d) of this section; and

(2) A copy of all conservation easements encumbering the property.

(d) The notice required under subsection (c)(1) of this section shall be in a form substantially the same as the following:

"This property is encumbered by one or more conservation easements or other restrictions limiting or affecting uses of the property. Maryland law requires that the vendor deliver to the purchaser copies of all conservation easements on or before the day the contract is entered into. The purchaser should review all conservation easements carefully to ascertain the purchaser's rights, responsibilities, and obligations under each conservation easement, including any requirement that after the sale the purchaser must inform the owner of the conservation easement of the sale of the property.".

(e) (1) A purchaser who receives the notice and copies of the easements required under subsection (c) of this section on or before entering into a contract of sale does not have the right to rescind the contract of sale based on the information received from the vendor.

(2) A purchaser who does not receive the notice and copies of the easements required under subsection (c) of this section on or before entering into a contract of sale, on written notice to the vendor or the vendor's agent:

(i) Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easements; and

(ii) Is entitled to the immediate return of any deposits made in accordance with the contract.

(f) (1) Within 30 calendar days after a sale of property encumbered by a conservation easement, the purchaser shall notify the owner of a conservation easement of the sale.

(2) The notification shall include, to the extent reasonably available:

(i) The name and address of the purchaser;

(ii) The name of the vendor;

(iii) The address of the property; and

(iv) The date of the sale.

(g) In satisfying the requirements of subsection (c) of this section, the vendor and purchaser shall be entitled to rely on the conservation easement recorded in the land records of the county where the property is located.

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