

FOREST CONSERVATION ON-SITE
MAINTENANCE AND MANAGEMENT
AGREEMENT

This Agreement made and entered into this ____ day of _____, 20__ by and between _____ (Owner) _____ (address) and the Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission (the "Board").

WHEREAS, Owner holds title to certain real property, more particularly described as _____ as evidenced by appropriate documentation recorded among the land records of Montgomery County, Maryland at Liber-Folio _____ (Property), and

WHEREAS, this Property has obtained (*indicate the type subdivision, site plan, etc.*) approval from the Board, referenced as _____ and plan number _____; and

WHEREAS, the Board or the Planning Director, as a condition of the approval of (*Type of Plan*) Plan No. _____, required a Forest Conservation Plan ("Plan"), to provide for the afforestation and/or reforestation (Forestation) pursuant to Section 22A of the Montgomery County Forest Conservation Law; and

WHEREAS, the Owner entered into a Forest Conservation Easement Agreement on [DATE] ("Easement");

WHEREAS, pursuant to Section 22A-12(h) of the Montgomery County Code, also known as the Montgomery County Forest Conservation Law, the Owner is required to enter into a Maintenance and Management Agreement (the "Agreement"); and

WHEREAS, the Board requires full compliance with the Plan and that the Easement be adequately maintained, managed and monitored for two years (5 years if in a specially protected area-SPA) by the Owner to ensure forest protection and establishment.

THEREFORE, in consideration of the foregoing premises which are incorporated herein as substantive provisions of this Agreement, the parties agree to the following terms and conditions:

1. The forestation shall be planted by _____ (*the landowner or an agent of the landowner responsible for performing tree planting and care*), in accordance with the final specifications of the Plan, shown in Attachment A hereto, attached and incorporated herein.
2. The Owner shall provide the Board, or its designee, reasonable access to the Property to make routine inspections from the execution of this Agreement continuing through the end of the two-year (5 years if in an SPA) maintenance period to the areas of the afforestation and/or reforestation for the purpose of inspection or for the purposes of maintenance should the owner default.
3. Upon completion of all required plantings, the Owner shall notify the Board's Forest Conservation Inspector "Inspector" to schedule a post planting inspection for Plan compliance. Upon acceptance of the plantings, the Inspector will provide the Owner with written notice of the maintenance and management commencement date.

5. The Owner shall maintain and manage the forest plantings in accordance with the Plan. This shall include but is not limited to:
 - * planting native plant species compatible with the existing habitat.
 - * watering, fertilizing, controlling competing vegetation and protecting plants from disease, pests and mechanical injury during the initial planting and through the two-year (5 years if in an SPA) maintenance period as necessary.
 - * providing protection devices such as fencing, retainer walls, raised sidewalks and interpretive signs as necessary to prevent the destruction or degradation of the planting site.
6. The Owner shall monitor the forestation site of the Property for two years (5 years if in an SPA) and the Owner shall replace any plantings that die within that two year (5 years if in an SPA) period to a minimum standard of 100 trees per acre or at least 75% of the total trees planted per acre (whichever is greater), so as to ensure compliance with survival requirements stated in the Forest Conservation Regulations.
7. The Owner is required to provide, on a semiannual basis, evidence of Plan compliance and that the financial security is in full force and effect.
8. The Owner must notify the Board's Inspector at the end of the two-year (5 years if in an SPA) maintenance period to schedule a final inspection. After verifying Plan compliance, the Inspector shall issue to the Owner a written notice of completion.
9. The Owner shall provide financial security in the form of a letter of credit or bond in a form approved by the Board's Office of the General Counsel, in the amount of \$_____, estimated to cover the cost of plantings, installation and maintenance for two years. The security must be posted prior to any clearing or land disturbing activities on the Property.
10. Up to half of the security may be released after the planting has been completed if, the Board has determined that the planting Plan has been followed and the stock is properly planted and in good condition.
11. After the second year, or the fifth year in a SPA, if the forest conservation inspector has determined that the survival requirements have been met, the financial security may be released upon final inspection.
12. A legal, permanent protection mechanism approved by the Board for all forestation area(s) in the form of a conservation easement, deed restriction, covenant, or dedication is attached to this Agreement in the form of the record plat for this Property attached hereto as Attachment B.
13. This Agreement shall be recorded by the Owner in the Land Records of Montgomery County, Maryland and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, heirs, executors, and other successors in interest.
14. This Agreement may be reviewed at 8787 Georgia Avenue, Silver Spring, Maryland.

Witness the following signatures:

Owner's Signature

Date

Chief, Environmental Planning Division

Date

State of _____
County of _____

On this ____ day of _____, ____ before me, the undersigned individual, personally appeared _____, who acknowledged to be the _____, of _____, and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

State of _____
County of _____

On this ____ day of _____, ____ before me, the undersigned individual, personally appeared _____, who acknowledged to be the _____, of _____, and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

The Maintenance and Management Agreement is hereby released on ____ day of _____ 20____.

Chief, Environmental Planning Division