

Tax Account No. \_\_\_\_\_

## **CERTIFICATE OF COMPLIANCE AGREEMENT**

Forest Bank Name: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Developer"), \_\_\_\_\_ ("Owner/Agent"), and the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission ("Planning Board").

WHEREAS, Developer sought to develop certain property in Montgomery County, Maryland and was required to submit an application for development application with the Montgomery County Planning Department ("Planning Department"), the application was captioned (*plan or subdivision name*) \_\_\_\_\_ having (*site plan or preliminary plan*) Plan No. \_\_\_\_\_ ("Plan"); and

WHEREAS, the Plan, in accordance with applicable state and county law, was reviewed and approved by the Planning Board or Planning Department, expressly subject to certain terms and conditions of approval; and

WHEREAS, a condition of the Plan approval required Developer to submit for Planning Department approval a Forest Conservation Plan ("FCP") prepared in accordance with Montgomery County forest conservation laws, regulations, and guidelines, having Plan No. \_\_\_\_\_; and

WHEREAS, as part of the approved FCP, Owner/Agent has identified and acquired various easement rights to certain offsite areas, other than the property proposed for development, which are suitable for the placement of a forest conservation easement that will meet the requirements of the forest conservation law ("Easement Area"); and

WHEREAS, the rights of the Owner/Agent to provide such conservation easement and the acceptance by the owner of the property being burdened by the limitations and obligations set forth in the easement are established by a Conservation Easement Agreement recorded among the Montgomery County Land Records in Liber \_\_\_\_\_, Folio \_\_\_\_\_ ("Conservation Easement"); and

WHEREAS, Developer desires to utilize some or all of Owner/Agent's rights and interest in the Easement Area to satisfy some or all of Developer's obligations under the forest conservation law and FCP; and

WHEREAS, the Conservation Easement contemplated the Owner/Agent conveying some or all of its rights to one or more developers required to meet obligations under the forest conservation law which conveyance would be evidenced by the execution and recordation of this Certificate of Compliance.

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the parties agree as follows:

1. That this Agreement shall be appended to the Conservation Easement and make the Agent liable for all terms, conditions, and restrictions contained therein.
2. That the obligations set forth herein and in the Conservation Easement are being assumed by the Owner/Agent in satisfaction of Developer's requirements under the forest conservation law and as set forth in the FCP.
3. The Owner/Agent warrants that they are fully vested in the forest conservation rights being conferred to Developer, and that the Owner/Agent is capable of conveying such rights to Developer, and that the Owner/Agent has not already conveyed the rights to any other party. The referenced project is required to provide \_\_\_\_\_ acres of offsite forest mitigation and shall utilize \_\_\_\_\_ acres of \_\_\_\_\_ (*planted or existing*) forest mitigation of the total available \_\_\_\_\_ acres of forest mitigation credits owned by \_\_\_\_\_.
4. The property from which the conservation rights are being conveyed is located within the same watershed as is the project being developed or in another watershed with Maryland-National Capital Park and Planning Commission approval.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes contained herein.

WITNESS:

DEVELOPER:

\_\_\_\_\_

\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Developer's Title & Company:

\_\_\_\_\_

Developer Address:

\_\_\_\_\_

**(Notary block must appear on the same page as the signature being notarized)**

STATE OF MARYLAND

\*

COUNTY OF

\*

to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

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

[NOTARIAL SEAL]

Commission Expires:

WITNESS:

\_\_\_\_\_

Printed Name:\_\_\_\_\_

OWNER/AGENT:

\_\_\_\_\_

Printed Name:\_\_\_\_\_

Owner/Agents Title & Company Name:

\_\_\_\_\_

Agents Address:

\_\_\_\_\_

**(Notary block must appear on the same page as the signature being notarized)**

STATE OF MARYLAND

\*

COUNTY OF

\*

to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_day of \_\_\_\_\_,  
\_\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid,  
personally appeared\_\_\_\_\_, known to me (or  
satisfactorily proven) to be the person whose name is subscribed to the foregoing  
and annexed instrument and acknowledged that said individual executed the same  
for the purposes therein contained.

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

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

[NOTARIAL SEAL]

Commission Expires:

\_\_\_\_\_  
Christina Sorrento, Chief  
Intake & Regulatory Coordination Division  
Maryland-National Capital Park and Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved for Legal Sufficiency      Date  
M-NCPPC Office of the General Counsel

**(Notary block must appear on the same page as the signature being notarized)**

#### NOTARY STATEMENT

State of: **Maryland**

County of: **Montgomery**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned individual, personally appeared **Christina Sorrento**, who acknowledged to be the Planning Director's Designee, of Montgomery County Planning Department, 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

[NOTARIAL SEAL]

Commission Expires: