**MAINTENANCE AND MANAGEMENT AGREEMENT**

**TREE REPLACEMENT**

**STREAM RESTORATION EXEMPTION 22A-5(v)**

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*address or brief property description*) as evidenced by appropriate documentation recorded among the land records of Montgomery County, Maryland at Liber-Folio \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”); and

WHEREAS, the Stream Restoration Project (“Project”) proposed for this Property is subject to Chapter 22A of the County Code**,** pursuant to 22A-4(b), whereby this chapter applies to a person required by law to obtain approval of a sediment control permit on a tract of land 40,000 square feet or larger; and

WHEREAS, the Owner has received confirmation, referenced as **Forest Conservation Exemption Plan No**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which included a planting plan detailing the location of trees to be removed, replanting areas, and number of trees to be replanted (“Planting Plan”), that for the Project, per 22A-5(v), the requirements of Chapter 22A Article II do not apply to:

(v) a stream restoration project for which the applicant for a sediment control permit has:

(1) agreed to replace every tree removed and plant the new trees before the end of the first planting season after final stabilization

(2) confirmed that the tract is not included in a previously approved forest conservation plan; and

(3) executed a binding maintenance agreement for planting and maintenance of mitigation trees for at least 5 years with the affected property owner or owners, or with the Maryland National-Capital Park and Planning Commission if the applicant is performing a stream restoration project on their own property. If an applicant is performing a stream restoration project on their own property, financial security is required under Section 22A-12(i).

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 reforestation shall be planted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*the landowner or an agent of the landowner responsible for performing tree planting and care*), in accordance with the specifications of the Planting Plan and as directed by the Forest Conservation Inspector (“Inspector”).

2. The Owner shall provide the Board, or its designee, reasonable access to the Property i) to make routine inspections or ii) to provide maintenance of the Forestation in the event the owner is found in default of this Agreement, to the areas of the reforestation.

3. Upon completion of all required plantings, the Owner shall notify the Inspector to schedule a post planting inspection for Planting Plan compliance. Upon acceptance of the plantings, the Inspector will provide the Owner with written notice of the start of the Maintenance and Management Period.

4. The Owner shall maintain and manage the forest plantings in accordance with the Planting Plan. This shall include but is not limited to:

\* watering, fertilizing, controlling competing vegetation and protecting plants from disease, pests (including deer) and mechanical injury during the initial planting and through the Maintenance and Management Period as necessary.

\* providing protection devices such as fencing, signage, and interpretive signs as necessary to prevent the destruction or degradation of the planting site.

5. The Owner shall monitor the reforestation site of the Property for the duration of the Maintenance and Management Period and the Owner shall replace any plantings that die within that Maintenance and Management Period to a minimum standard of at least 75% of the total trees planted, to ensure compliance consistent with survival requirements stated in the Forest Conservation Regulations (22A.00.01.08 E(3).

6. The Owner must notify the Inspector at the end of the Maintenance and Management Period to schedule a final inspection. After verifying Planting Plan compliance, the Inspector shall issue to the Owner a written notice of completion. If the Inspector has determined that the survival requirements have been met, this Agreement may be released upon final inspection.

7. This Agreement may be reviewed at 2425 Reedie Drive, Wheaton, MD 20902.

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

OWNER/APPLICANT (1)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Type/Print Name

NOTARY STATEMENT

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.

|  |
| --- |
| **SEAL** |
|  |

Signature of notary public

My commission expires

OWNER/APPLICANT (2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Type/Print Name

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.

|  |
| --- |
| **SEAL** |
|  |

Signature of notary public

My commission expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Christina Sorrento, Chief Date

Intake and Regulatory Coordination

Division

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ before me, the undersigned individual, personally appeared Christina Sorrento, who acknowledged to be the Planning Director’s Designee, of the 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.

|  |
| --- |
| **SEAL** |
|  |

Signature of notary public

My commission expires

The Maintenance and Management Agreement is hereby released on \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

Chief

Intake and Regulatory Coordination Division