FOREST CONSERVATION ON-SITE MAINTENANCE AND MANAGEMENT AGREEMENT

This Agreement made and entered into this day of , 20 by and between (the “Owner”) 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, this Property has obtained (*Plan type: subdivision, site plan, etc.)* approval from the Board, referenced as Plan No. (“Approval”); and

WHEREAS, pursuant to Section 22A of the Montgomery County Code (“Forest Conservation Law”), the Board or the Planning Director, required a Forest Conservation Plan (“Plan”) (*Change to Restoration Plan as applicable)* as a condition of the Approval, which requires the Owner to provide the following within the area(s) specified on the Plan (“the Plan Area”) (*Check all activities below that apply*):

* planting of mitigation tree(s)
* afforestation and/or reforestation (“forest planting”)
* planting within an area of existing forest (“supplemental planting”)
* management of non-native invasive vegetation in an area of forest planting
* management of non-native invasive vegetation in an area of existing forest; and

WHEREAS, the Owner entered into a Forest Conservation Easement Agreement on

 (*date easement recorded in land records*) (“Easement”) and recorded in land records at Liber-Folio \_\_\_\_\_\_\_\_\_\_\_\_\_; *(Delete this line if not relevant, e.g. maintenance agreement for variance trees or Restoration Plans)*

WHEREAS, pursuant to Section 22A-12(h) of the Forest Conservation Law, the Owner is required to enter into a Maintenance and Management Agreement (the “Agreement”); and

WHEREAS, the Board requires that the required activities, as indicated above, be adequately installed, maintained, managed and monitored for five (5) years, unless reduced pursuant to Section 22A-12(h) of the Forest Conservation Law (the “Maintenance and Management Period”).

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. All required mitigation tree(s), forest planting, supplemental planting, and/or management of non-native invasive vegetation shall be planted or conducted by the Owner or the Owner’s agent in accordance with the final specifications of the Forest Conservation Plan No. . (*Replace with “Restoration Plan No.” if necessary*)

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 in the event the Owner is found in default of this Agreement.

3. Upon completion of all required plantings and/or completion of the first treatment or removal of non-native invasive vegetation, the Owner shall notify the Board’s Forest Conservation Inspector (“Inspector”) to schedule an inspection for Plan compliance. Upon acceptance, 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 any required plantings and maintain non-native invasive vegetation in accordance with the Plan. This shall include but is not limited to:

* + watering, fertilizing, controlling non-native invasive vegetation and protecting plants from disease, pests 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 all required Plan Areas for the duration of the Maintenance and Management Period and the Owner shall replace any forest plantings, mitigation trees, or supplemental plantings that die within that Maintenance and Management Period so as to ensure compliance with survival requirements stated in section 22A.00.01.08.E(3) of the Forest Conservation Regulations for forest planting or as provided by the Inspector for other tree planting.

6. The Owner shall provide a cost estimate to the Planning Director, or their designee, to cover the cost of planting and/or required management of non-native invasive vegetation, which must include, as applicable, site preparation, periodic maintenance, plants and plant materials, labor to install the plantings, signage if necessary, fencing if necessary, and maintenance for the entire length of the Maintenance and Management Period (incorporated herein as **Attachment A**), or a cost estimate equal to the current in lieu fee rate for each square foot of planting required.

7. 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 installation and maintenance of all required plantings during the Maintenance and Management Period, and/or maintenance of non-native invasive vegetation during the Maintenance and Management Period. The security must be posted prior to any clearing or land disturbing activities on the Property. Up to half of the security may be released after the maintenance and/or planting has been completed if, the Inspector has determined that the Plan has been followed and the stock is properly planted and in good condition.

8. 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. The semiannual report must be submitted directly to the appropriate Inspector.

1. The Owner must notify the Inspector at the end of the Maintenance and Management Period to schedule a final inspection. After verifying 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, the financial security and this Agreement may be released upon final inspection.
2. A legal, permanent protection mechanism approved by the Board for all forest planting area(s) in the form of a conservation easement, deed restriction, covenant, or dedication shall be recorded among the Land Records of Montgomery County, Maryland and shall be noted on the record plat (if applicable) for the Property burdened thereby. *(Delete this line if not relevant, e.g. maintenance agreement for variance trees or Restoration Plans)*
3. This Agreement may be reviewed at 2425 Reedie Drive, 14th Floor, Wheaton, Maryland.

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

[SIGNATURE PAGES FOLLOW]

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

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

Christina Sorrento, Chief Date

Intake and Regulatory Coordination Division

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

Approved for legal sufficiency

Office of the General Counsel, M-NCPPC

NOTARY STATEMENT

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