

**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 _____ (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. _____; and

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

WHEREAS, the Owner entered into a Forest Conservation Easement Agreement on _____ (date easement recorded in land records) ("Easement");

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 full compliance with the Plan and that the Easement be adequately maintained, managed and monitored for 5 years, unless reduced pursuant to Section 22A-12(h) of the Forest Conservation Law, to ensure variance mitigation tree and/or 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 variance mitigation tree(s) and/or Forestation shall be planted by _____ (identify the landowner or an agent of the landowner responsible for performing tree planting and care), in accordance with the final specifications of the Forest Conservation Plan No. _____.
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 variance mitigation tree(s) and/or Forestation in the event the owner is found in default of this Agreement.
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 start of the Maintenance and Management Period.

4. The Owner shall maintain and manage the variance mitigation tree(s) and/or 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 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 Forestation site of the Property for the duration of the Maintenance and Management Period and the Owner shall replace any reforestation plantings that die within that Maintenance and Management 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 section 22A.00.01.08.E(3) of the Forest Conservation Regulations. The Owner shall monitor the variance mitigation tree(s) planted on the Property for the duration of the Maintenance and Management Period and the Owner shall replace all variance mitigation tree(s) 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.

6. The Owner shall provide a cost estimate to the Planning Director, or their designee, to cover the cost of planting, which must include site preparation, periodic maintenance, plants and plant materials, labor to install the plantings, signage if necessary, fencing if necessary, and maintenance of the planted area for the entire length of the maintenance and management period [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 plantings, installation and maintenance 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 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.

9. 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.

10. 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 shall be recorded among the Land Records of Montgomery County, Maryland and shall be noted on the record plat (when applicable) for the Property.

11. This Agreement may be reviewed at 2425 Reddie Drive, 14th Floor, Wheaton, Maryland.

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

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
Intake and Regulatory
Coordination Division

Date

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