

Tax Account No. (Property Receiving Credit)

CERTIFICATE OF COMPLIANCE AGREEMENT

Project Name: _____

THIS AGREEMENT, made this _____ day of _____, _____, (M-NCPPC dates upon execution) by and between _____ (“Applicant”), _____ (“Bank Owner”), 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 a development application with the Montgomery County Planning Department (“Planning Department”), the application was captioned (*plan or subdivision name*) _____ [Site/Preliminary] 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, as required by Chapter 22A of the Montgomery County Code, the Developer submitted a Forest Conservation Plan (“FCP”) for concurrent review and approval, prepared in accordance with Montgomery County forest conservation laws, regulations, and guidelines. The FCP was approved as Forest Conservation Plan No. F _____, as shown in Attachment A, attached and incorporated herein; and

WHEREAS, the Bank Owner 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”). The Easement Area is part of an approved Forest Mitigation Bank, Plan No. _____ (the “Mitigation Bank Plan”), as shown in Attachment B, attached and incorporated herein; and

WHEREAS, the rights of the Bank Owner 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 Bank Owner’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 approval of the Mitigation Bank Plan allows the Bank Owner to convey 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 Bank Owner in satisfaction of Developer's requirements under the forest conservation law and as set forth in the FCP.
3. Pursuant to the approved FCP, the Developer is required to provide a total of _____ acres of off-site forest mitigation, if the mitigation is provided within the same watershed as the above-referenced property or within a priority area. The Developer is required to provide a total of _____ acres of forest mitigation, if mitigation is provided outside the watershed of the above-referenced property or outside of a priority area. The property from which the conservation right are being conveyed is located [within the same watershed or within a priority area / outside of the same watershed and is not within a priority area].
4. The Bank Owner warrants that they are fully vested in the forest conservation rights being conferred to Developer, and that the Bank Owner is capable of conveying such rights to Developer, and that the Bank Owner has not already conveyed the full rights to any other party. The referenced project shall utilize a total of _____ acres of [planted/existing] forest mitigation in the Easement Area, more specifically in phase/area (*location within the approved bank*) _____, of the total available _____ acres of [planted/existing] forest mitigation credits owned by (*add individual or name of the forest bank entity and address*) _____, _____. This transaction results in a mitigation credit balance of _____ acres of [planted/existing] forest bank credits available for purchase within the Easement Area.

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 MONTGOMERY * 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:

BANK OWNER:

Printed Name: _____

Printed Name: _____

Bank Owners Title & Company Name:

Agents Address:

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

STATE OF MARYLAND *
COUNTY OF MONTGOMERY * 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: