

Montgomery County Planning Department
Maryland National Capital Park and Planning Commission

October 2011

8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

www.montgomeryplanning.org/environment/

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FOREST CONSERVATION ON-SITE MAINTENANCE AND MANAGEMENT AGREEMENT

This Agreement made and entered into this 23rd day of March, 2012 by and between
WALTER M. RICHARD (Owner)
2170 PEACH TREE ROAD DICKERSON, MARYLAND 20842 (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 21715 BEALLSVILLE ROAD
as evidenced by appropriate documentation recorded among the land records of Montgomery County, Maryland at Liber-Folio
21874/00091 (Property), and

WHEREAS, this Property has obtained (indicate the type subdivision, site plan, etc.) approval from the Board,
referenced as PLANTING PLAN and plan number HEITMULLER

WHEREAS, the Board or the Planning Director, as a condition of the approval of (Type of Plan) Plan No.
HEITMULLER PLANTING PLAN, required a Forest Conservation Plan ("Plan"), to provide for the afforestation and/or
reforestation (Forestation) pursuant to Section 22A of the Montgomery County Forest Conservation Law; and

WHEREAS, the Owner entered into a Forest Conservation Easement Agreement on [DATE] ("Easement");

December 5, 2011

WHEREAS, pursuant to the Montgomery County Forest Conservation Law (County Code, Chapter 22A), Section
22A-12(h), the Owner is required to enter into a Maintenance and Management Agreement ("Agreement"); and

WHEREAS, the Board requires full compliance with the Plan and that the Easement be adequately maintained,
managed and monitored for two years (5 years if in a specially protected area-SPA) by the Owner to ensure 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 forestation shall be planted by REID LANDSLAPIN, the landowner or (an agent of the
landowner responsible for performing tree planting and care), in accordance with the final specifications of the Plan,
shown in Attachment A hereto, attached and incorporated herein.

2. The Owner shall provide the Board, or its designee, reasonable access to the Property to make routine inspections
from the execution of this Agreement continuing through the end of the two-year (5 years if in an SPA) maintenance
period to the areas of the afforestation and/or reforestation for the purpose of inspection or for the purposes of
maintenance should the owner default.

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Res # H007
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Blk # 1271
11:01 am

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 maintenance and management commencement date.

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

- planting native plant species compatible with the existing habitat

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I.D. # 916437

MONTGOMERY COUNTY CIRCUIT COURT (Land Records), LEK 43663, p. 0465, MSA_CE63_0798. Date available 04/13/2012. Printed 12/01/2016.

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MONTGOMERY COUNTY
CLEANING SERVICE
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- watering, fertilizing, controlling competing vegetation and protecting plants from disease, pests and mechanical injury during the initial planting and through the two-year (5 years if in an SPA) maintenance period as necessary.
- providing protection devices such as fencing, retainer walls, raised sidewalks 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 two years (5 years if in an SPA) and the Owner shall replace any plantings that die within that two year (5 years if in an SPA) 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 the Forest Conservation Regulations.

6. 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.

7. The Owner must notify the Board's Inspector at the end of the two-year (5 years if in an SPA) maintenance period to schedule a final inspection. After verifying Plan compliance, the Inspector shall issue to the Owner a written notice of completion.

8. 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 \$5,000.00, estimated to cover the cost of plantings, installation and maintenance for two years. The security must be posted prior to any clearing or land disturbing activities on the Property.

9. Up to half of the security may be released after the planting has been completed if, the Board has determined that the planting Plan has been followed and the stock is properly planted and in good condition.

10. After the second year, or the fifth year in a SPA, if the forest conservation inspector has determined that the survival requirements have been met, the financial security may be released upon final inspection.

11. 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 is attached to this Agreement in the form of the record plat for this Property attached hereto as Attachment B.

12. This Agreement shall be recorded by the Owner in the Land Records of Montgomery County, Maryland and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, heirs, executors, and other successors in interest.

13. This Agreement may be reviewed at 8787 Georgia Avenue, Silver Spring, Maryland.

Witness the following signatures:

Walter P. Richard
Owner's Signature

1/21/12
Date

Type: Name: Walter P. Richard

Organization (if applicable):

Address:

Contact phone number:

State of Maryland County of Montgomery

On this 21 day of January, 2012 before me, the undersigned individual, personally appeared Walter P. Richard, who acknowledged to be the in person, of Self 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.

Patricia H. Menke
Notary Public Patricia H. Menke

My Commission Expires: 08/01/13

Mark Pfeffer
Division Chief

March 23, 2012
Date

Development Application and Regulatory Coordination Division

APPROVED AS TO LEGAL SUFFICIENCY
Christina Smith 3/19/12
M-NCPPC LEGAL DEPARTMENT


State of Maryland County of Montgomery

On this 23rd day of March, 2012 before me, the undersigned individual, personally appeared Mark Pfefferle, who acknowledged to be the Chief, of DARC, 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.

Gloria Simms
Notary Public

My Commission Expires:  **GLORIA SIMMS**
Notary Public
State of Maryland
Montgomery County
My commission exp. July 10, 2012

The Maintenance and Management Agreement is hereby released on _____ day of _____ 20____.

MAIL TO:

Division Chief

Walter P. Richard
21710 Peach Tree Rd
Dickerson MD. 20842



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) LEK 43663, p. 0467, MSA_CE63_42798. Date available 04/13/2012. Printed 12/01/2016.