

FOREST CONSERVATION PLAN AND MAINTENANCE AGREEMENT

“ _____ ”

Public Works Agreement No. _____

Category: Rural OR Urban Area (without PWA)
_____ **acres of land, more or less**

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____ (“Owner”) (in the event this document involves two or more owners then Owner shall include and mean the plural hereafter); and _____ (“Beneficiary”); and _____ (“Mortgagee”); and **THE COUNTY COMMISSIONERS OF CARROLL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (“County”).

WHEREAS, Owner has granted to County an Easement for Forest Conservation pursuant to the Code of Public Local Laws and Ordinances of Carroll County, Chapter 150, Agriculture, Forestry and Natural Resource Conservation; and

WHEREAS, by this Agreement Owner and County wish to outline the requirements to be performed by Owner as required by the Forest Conservation Ordinance.; and

WHEREAS, Beneficiary has secured a loan to Owner by property which wholly or in part is set forth on a Subdivision Plat entitled “_____” and intended to be recorded in the Land Records of Carroll County, said Deed of Trust is dated _____, and recorded among the Land Records of Carroll County in Book No. _____, Page ____ &c.; and

WHEREAS, Mortgagee has secured a loan to Owner by property which wholly or in part is set forth on a Subdivision Plat entitled “_____” and intended to be recorded among the Land Records of Carroll County, said Mortgage is dated _____, and recorded among the Land Records of Carroll County in Book No. _____, Page ____ &c.; and

WHEREAS, Beneficiary and Mortgagee join in these presents for the purpose of subordinating its right and title in and to the property, and none other, and for no other purpose, and to hold and retain the mortgaged lands as security for the money remaining unpaid under said lien.

NOW, THEREFORE, Owner for itself, its successors, personal representatives and assigns, covenants and agrees to perform the requirements outlined in a certain Forest Conservation Plan “FCP” entitled “_____” which has been approved

by the Carroll County Department of Planning (“Department”) and which is on file with the Department, within the time required by the FCP and in accordance with its terms. To guarantee performance of the FCP, Owner submits herewith a suitable guaranty in the form of a bond, an irrevocable letter of credit, or other approved security in the amount of \$_____ running to County as obligee, conditioned upon the faithful performance of the FCP, and further conditioned upon the payment by Owner of all charges, liens, and indebtedness incurred in, by reason of, or due to Owner's agreement to perform the work required in the FCP, or which may arise from Owner's performance or failure in, or of performance thereunder.

Owner agrees to the installation of reforestation, afforestation, during the first growing season after the removal of sediment control devices. Growing season is defined as January 1st through April 30th or September 1st through December 1st. Failure to comply with this provision shall constitute a breach of the Public Works Agreement, Construction Drawings, and/or Forest Conservation Plan and may result in the County claiming the bond for forest conservation. Any planting area which is located outside the approved limits of disturbance may be planted upon approval of the Forest Conservation Plan but shall be planted no later than the first growing season after the removal of sediment control devices.

Owner agrees to notify Department when it begins planting pursuant to the FCP and Owner agrees to seek inspection of the success of its planting no sooner than **twelve/eighteen months** from the completion of planting within the months of September or February by requesting, in writing, an inspection by the Department. Should the inspection reflect planting in accordance with the FCP and an acceptable survival rate as outlined in the FCP, County may release twenty-five percent (25%) of the guaranty; if the inspection reveals deviation from the FCP, or a survival rate that is not acceptable as outlined in the FCP, Owner agrees to replant the property to meet the requirements of the Forest Conservation Ordinance, within **thirty days** of the inspection.

No sooner than **twenty-four/thirty-six months** after the completion of the last required planting, Owner agrees to seek an inspection of the plantings by requesting, in writing, an inspection by the Department. Once Department has determined that the plantings have survived in accordance with and at a rate acceptable under the FCP, County shall release the guaranty issued hereunder. When tree shelters are used the shelters shall be removed prior to bond release.

FYI - if the forest is retention but there is bonding for fencing and signage and no PWA is being done with this project then use the following two paragraphs (instead of the three shown above) after the Now, Therefore, paragraph:

Owner agrees to notify Department when it has completed the FCP and Owner agrees to seek inspection of the success of its FCP no sooner than one year from the date of this Agreement.

Once Department has determined that Owner is in compliance with the FCP, County shall release the guaranty issued hereunder.

Should Owner fail to perform as required by the FCP, County may make or complete the FCP and Owner shall be liable for the reasonable and necessary cost thereof. In the event the cost of completing the FCP is greater than the amount remaining in the guaranty, Owner shall be liable to County for those amounts in excess, as well as for the amount of the guaranty. For purposes of this provision, preliminary approvals or other acceptance by the County or Department in advance of the final inspection shall not excuse failure to fully perform to meet the requirements of the Forest Conservation Ordinance and FCP.

County, its agents and employees, shall have the right to enter Owner's land from time to time for the purposes of inspection and enforcement of the Easement and this Agreement and for the purposes of completing the FCP, should Owner fail to do so.

IN WITNESS WHEREOF, the parties set their hands and seals.

_____(SEAL)
BY:
TITLE:
Owner

_____(SEAL)
BY:
TITLE:
Beneficiary

_____(SEAL)
BY:
TITLE:
Mortgagee

THE COUNTY COMMISSIONERS
OF CARROLL COUNTY, MARYLAND
a body corporate and politic of the State of Maryland

Date:

BY: LAURA MATYAS, CHIEF
BUREAU OF DEVELOPMENT REVIEW

Approved for legal sufficiency:

TIMOTHY C. BURKE
COUNTY ATTORNEY

NEED NOTARY FOR EACH SIGNATURE EXCEPT COUNTY SIGNATURES

PWA No. _____

date:

RETURN TO: Department of the County Attorney, 225 N. Center Street, Westminster, MD 21157