FOREST CONSERVATION
SHORT TERM MAINTENANCE AGREEMENT

This Forest Conservation Short Term Maintenance Agreement, hereinafter referred to as "Agreement" is entered into this _____ day of _____, year_____ by and between_____, hereinafter "Owner", and the City of Frederick, a municipal corporation of the State of Maryland, hereinafter "City", and is entered into and made pursuant to Article 7, Section 721(c)(5) of the Land Management Code (Appendix A of the Frederick City Code, 1966, as amended)(hereinafter "the LMC").

This Agreement constitutes the two-year maintenance and management plan specified by Article 7, Section 721 of the LMC for _____ acres of reforestation/afforestation and forest retention areas at the _____ project as referenced in the Final Forest Conservation Plan, file number_____, approved on _____, hereinafter referred to as "the Plan."

The Owner agrees to conduct reforestation and/or afforestation of the property in accordance with the Final Forest Conservation Plan. The forestation shall be planted by _____ *(Owner/Agent name)*, in accordance with the final specification of the approved Plan. If the party responsible for the forestation is not identified in this Agreement, the Owner agrees to notify the Building Department in writing of the identity of the responsible party prior to beginning construction.

The Owner/Agent intends to construct *(describe in detail the forest conservation areas, i.e. upland acres or wetland acres or both)*

_____
_____
_____
_____
_____
_____

The Owner/Agent who is named responsible for planting shall be the responsible party for tree care. The Owner/Agent shall be responsible for maintenance of protective fencing during construction, maintenance of signage, and the implementation of provisions of this Agreement. This Agreement will continue for a period of two (2) years or two (2) growing seasons after planting, whichever is greater.

The Owner/Agent shall maintain and manage the forest plantings in accordance with the approved Plan. This may include:

- Reinforcement of plantings;
- Watering, fertilizing, controlling competing vegetation, and protecting plants from disease, pest and mechanical injury during the initial planting and maintenance;

- Removal of protection fencing, signage and tree protection shelters prior to release of guarantee.

Prior to project construction, edges of protected forest areas shall be identified in the field and clearly delineated with a four (4) foot high turkey wire mesh fence or a material acceptable to the City. Six-foot anchor posts shall be driven two (2) feet into the earth on eight (8) foot spacing. This fencing shall be placed outside the critical root zones of the tree line. In addition, protective signs for specimen trees and/or forest areas shall be installed prior to construction. Locations for the protective fence and signs are shown on the Final Forest Conservation Plan. The protective devices shall remain in place for the duration of the two-year maintenance agreement period or until final stabilization of adjacent soil is completed, whichever is longer.

Owner shall maintain access to all such areas of the afforestation or reforestation areas by way of covenants placed on the property, deed restrictions and/or easements. The City shall be provided with reasonable access to the areas of afforestation or reforestation for the purpose of inspection or for purposes of maintenance should the Owner/Agent default.

The Owner shall monitor the afforestation/reforestation sites for the two years and shall replace any dead plantings to a minimum standard of _____ percent, so as to ensure compliance with survival requirements stated in the Plan.

The Owner is solely responsible for the required survival rate of the plantings prior to release of posted guarantee.

The Owner agrees to indemnify, defend and hold the City harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorney's fees and the City's cost of defense, in connection with the loss of life, personal injury and/or damage to or loss of property that arises from the performance of the construction and maintenance of the owners, agents, employees, or other involved persons in, on or about, or impacting on, the forest conservation areas, i.e. easements, open space, park land, or dedicated property, leased or licensed to or owned or occupied by the City.

SURETY

The Owner shall provide financial security as required in Article 7, Section 721(b)(8) of the LMC in a form acceptable to the City in the amount of $_____, estimated to cover the cost of plantings and installation and maintenance for two years/two growing seasons. The security must be posted prior to or coincide with approval of associated improvement plans.

If after the second growing season, the City determines the survival requirements have been met and this Agreement has been followed in good faith by the Owner, the surety

shall be released upon final inspection and approval of the planted areas by the Building Department.

Before signing of this document, the Owner shall provide verification of a legal permanent protection mechanism approved by the Engineering Department, Planning Department and the Legal Department for all forestation areas in the form of a Long-Term Protective Agreement.

WITNESS: **BY:** _____
Owner

_____ _____(Seal)
Address of Owner

WITNESS: **CITY OF FREDERICK**

_____ **BY:**_____
Randy McClement, Mayor

This instrument has been prepared under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

_____
City of Frederick Legal Department

FOREST CONSERVATION
LONG TERM PROTECTIVE AGREEMENT[1]
PERPETUAL RESTRICTIONS FOR REFORESTED/AFFORESTED AREAS

This Forest Conservation Long Term Protective Agreement Perpetual Restrictions for Reforested/Afforested Areas, hereinafter referred to as "Agreement" is entered into this ____ day of _____, year _____by and between _____, hereinafter "Owner", and the City of Frederick, a municipal corporation of the State of Maryland, hereinafter "City", and is entered into and made pursuant to Article 7, Section 721(c)(5) of the Land Management Code (Appendix A of the Frederick City Code, 1966, as amended)(hereinafter "the LMC").

This Agreement constitutes the long term protective agreement specified by the LMC, for _____ acres of reforestation/afforestation and forest retention areas, known as "Easement Areas", at the _____ project as referenced in the Final Forest Conservation Plan, file number _____, approved on _____, hereinafter referred to as the "Plan", and the attached exhibit(s).

Pursuant to Article 7, Section 721(c)(5) of the LMC, Code of Maryland Regulations (COMAR) 8.08.19.05.02 and Section 5-1607 of the Natural Resources Article of the Annotated Code of Maryland, the Owner shall have placed restrictions upon all areas to be afforested or reforested under the Plan, such restrictions to run with the land and be in perpetuity. Such restrictions shall prohibit:

A. Commercial or recreational activities and cutting of trees on the Easement Area(s), except for:

- passive recreational activities defined as observance of nature, aerobic exercise and sitting, that do not result in the destruction of or harm the viability of the trees in the Easement Area;
- wildlife management with the approval of the Owner and City; and
- forest management and tree maintenance practices pursuant to a forest stewardship plan prepared by a licensed, registered forester, with the approval of the Owner and City.

---

[1] **The City is responsible for long-term maintenance of forested areas in dedicated park or other dedicated areas to the City for public use.*

B. No materials may be dumped, placed or stored in the Easement Area(s), including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery.

C. No excavation of materials is permitted in the Easement Area.

D. No building, facility, means of access or other structure shall be constructed in the Easement Area after the date of this Agreement.

E. The Easement Area may not be divided or subdivided.

Such use restrictions have been placed on the property with deed restrictions or covenants to run with the land and have been approved by the City. All future property owners, including but not limited to any homeowners' association, shall receive title to all such areas subject to such restrictions.

This Agreement shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors and other successors in interest.

_____ *(Owner/Agent)* will provide and post permanent signage (at 50% of protective signage numbers) for the Forest Conservation Areas specified on the Plan.

Owner shall maintain access to all such areas of the afforestation or reforestation areas by way of covenants placed on the property, deed restrictions and/or easements. The City shall be provided with a reasonable access to the areas of afforestation or reforestation for the purpose of inspection, or for purposes of maintenance should the Owner default.

All retained and planted forest shall be protected by restrictions contained on the record plat for the subdivision as approved by the City of Frederick, and Liber/Folio for this Agreement shall be noted on the plat. In the case of site plans, this Agreement will be recorded in the land records of Frederick County and the Liber/Folio shall be noted on the Final Site Plan.

Upon any breach of any of the terms of this Agreement, the City shall have the right to enforce this Agreement in accordance with any or all of the remedies provided in the LMC, Frederick City Code, and/or the Annotated Code of Maryland Natural Resources Article, Section 5-1612, and COMAR 08.19.06.03.

WITNESS: **BY:** _____
Owner

_____ _____(Seal)
Address of Owner

_____

WITNESS: **CITY OF FREDERICK**

_____ **BY:** _____
Randy McClement, Mayor

This instrument has been prepared under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

_____
City of Frederick Legal Department