



Forest Planting & Maintenance Agreement - Natural Regeneration
The Board of County Commissioners of Calvert County, MD

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Project Name:		Project Number:	
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This Forest Planting and Maintenance Agreement ("Agreement"), made this ____ day of _____ in the year 20 ____ by and between hereinafter referred to as "Applicant" and the Calvert County Board of County Commissioners, hereinafter referred to as "County."

Witnesseth:

Whereas, Applicant has elected to engage in a regulated activity as defined by Natural Resources Article 5-1601 at seq., Annotated Code of Maryland, as implemented by the Calvert County Zoning Ordinance Article 20 on certain property located in Calvert County (hereinafter referred to as "Site") and more particularly described as follows.

Property Owner(s):									
Property Address:									
City:		State:		Zip Code:					
Deed Reference:				Subdivision					
Tax Map:		Parcel:		Lot No.:		Section:		Acres:	

Whereas, pursuant to the provisions of Calvert County Zoning Ordinance Article 20, the Applicant has submitted, and the County has approved a Final Forest Conservation Plan filed under _____ (the "Plan"), which is hereby made a part of this Agreement and which provides for the natural regeneration required as a condition of the approval of the Applicant's regulated activity; and

Whereas, the Applicant is prepared to plant and thereafter maintain, manage, and monitor for a minimum of five years the required natural regeneration in accordance with the Plan and the terms of this Agreement.

Now, therefore, in consideration of the foregoing promises and the mutual covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. Applicant Planting and Maintenance.

- A. Applicant hereby covenants and agrees, at its sole cost and expense, to provide, plant, maintain, manage and monitor the reforestation or afforestation plantings and to preserve the forest retention areas as required by Calvert County Zoning Ordinance Article 8 and the Plan in a manner which ensures the protection and satisfactory establishment of the planted material, including reinforcement planting if survival rates fall below the standard set forth in Calvert County Zoning Ordinance Article 8. (These obligations of the Applicant are collectively referred to as the "Work".)
- B. Applicant shall complete the plantings in a timely manner, in accordance with the Plan, and shall monitor and maintain said plantings for a minimum period of five (5) years after the date of certification by Applicant's designated qualified professional, hereinafter identified, that all required natural regeneration plantings have been installed as required, provided that the five (5) year period may be extended at the County's discretion in the event replacement plantings are required to ensure the required survival rate.

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2. Forest Retention Area. The area designated for natural regeneration shall be designated as a Forest Retention Area on the record plats recorded among the land records of Calvert County.

3. Professional Services.

- A. Applicant has retained, at Applicant's expense, the services of _____ (hereinafter referred to as "Consultant"), to perform inspections and prepare the inspection reports and Certificate of Completion required under this Agreement. The Applicant has provided to the County satisfactory evidence of the Consultant's professional qualification to perform the aforesaid service under State and local laws.
- B. Applicant has retained, at Applicant's expense, the services of _____ (hereinafter referred to as "Contractor"), to perform "Work" required under this Agreement. The Applicant has provided to the County satisfactory evidence of the Contractor's professional qualification to perform the aforesaid service under State and local laws.

4. Commencement of the Work. Applicant agrees that the Work shall not begin until the following has occurred:

- A. All agreements have been executed and all Plans have been approved by the County.
- B. Notices have been provided of the starting date to the Calvert County Department of Planning & Zoning at:

Calvert County Planning & Zoning
205 Main Street
Prince Frederick, MD 20678
(410) 535-2348

5. Certificate of Completion. Applicant shall provide the County with a written certification executed by Applicant's Consultant ("Certificate of Completion") when the natural regeneration plantings required by the Plan have been installed and the appropriate protective measures have been put in place for these plantings and for the forest retention areas.

6. Protection and Maintenance. After the issuance of the Certificate of Completion, Applicant shall perform all tasks necessary to maintain and protect the Forest Retention Area for the duration of this Agreement in accordance with Calvert County Zoning Ordinance Article 8, the Plan, and the terms of this Agreement. The protection and maintenance hereunder shall be delineated in the Plan and include, but are not limited to:

- A. Planting species or approved cultivars native to the physiographic region of the County and compatible with the existing site;
- B. Watering, fertilizing, mulching, thinning, replacement of damaged or dead plant materials, controlling competing vegetation and invasive species, and protecting plants from disease, pests and mechanical injury during the initial planting and throughout the five-year maintenance period as necessary;
- C. providing protective devices such as fencing, retainer walls and interpretive signs as necessary to prevent the destruction or degradation of the planting site.

7. Inspection. Initial and final inspections must be requested in writing by the Applicant. The County shall inspect the Forest Retention Area to the extent it deems necessary during the period of the Agreement to ensure that the Work is being performed in accordance with the requirements of this Agreement. Applicant hereby grants to the County a right of entry to ingress and egress to, over and through the Forest Retention Area for the purpose of conducting said inspections.

8. The Applicant acknowledges that the County may exercise its emergency authority provided for by the law.

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9. The Applicant shall notify the County of the legal and/or equitable transfer of any of the Applicant's responsibilities for the forest within thirty (30) days of such transfer and shall supply the County with a copy of any documents of transfer, executed by both parties.

10. Indemnification. Applicant covenants to indemnify and save the County harmless from and against any and all claims, actions, damages liability, and expense of any nature, including reasonable attorney's fees and the County'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 Work or other activity of the Applicant, Applicant's Consultant, contractors, servants, employees, or other agents of the Applicant in, on or about, or impacting on the Forest Retention Area or any easements, open space, park land, or other property dedicated, leased, licensed to or owned or occupied by the County.

11. General Provision.

A. Applicant agrees to waive all right of appeal as to the issue of the necessity and requirement for the performance of the Work which is the subject of this Agreement.

B. Any assignment or pledge of this Agreement must be assented to, in writing, by the County prior to such assignment or pledge; otherwise said assignment or pledge shall be invalid.

C. Failure to comply with the terms of this Agreement, Plan or Calvert Count Zoning Ordinance Article 8-3 shall subject the Applicant to the penalties provided in Calvert County Zoning Ordinance Article 8-3.04.P including but not limited to a penalty of thirty cents (\$0.30) per square foot of area not found to be in compliance, and the right to forfeiture of the posted security.

12. This Agreement and the covenants contained herein shall run with the land and shall bind the Applicant and the Applicant's heirs, executors, administrators, successors and assigns, and shall bind all present and subsequent owners of the subject property.

In witness whereof, the parties have executed this Agreement under their respective hands and seals as of the day and year first above written.

Witness

Date Signature Applicant

Witness

Date Signature Applicant

Attest: _____

Seal

Approved: _____

Date

Approved: _____

Date