

OTHER THAN THE COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM.

**LONG-TERM PROTECTIVE AGREEMENT
FOR TREE PLANTING**
Forest Conservation and Protection

THIS LONG-TERM PROTECTIVE AGREEMENT FOR TREE PLANTING, is made this _____ day of _____, 20____, between _____ (“Property Owner”), and the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the “County”), for the purpose of providing for, preserving, and protecting trees planted on Property Owner’s property and paid for with County forest conservation fee-in-lieu funds, as described below.

WHEREAS, the County maintains a local forest conservation fund, pursuant to § 5-1610(h) of the Natural Resources Article of the Ann. Code of Maryland, and § 298-18 of the Charles County Code, containing fee-in-lieu funds paid by developers in lieu of tree replanting when permitted by the State and local forest conservation law (hereinafter “FIL Funds”); and

WHEREAS, pursuant to State and County law, FIL Funds must be spent by the County on reforestation and afforestation, including site identification, acquisition, prepurchase, and preparation and maintenance of existing forests and achieving urban canopy goals; and

WHEREAS, pursuant to Natural Resources Article § 5-1607(e)(2) and COMAR 08.19.05.02, areas replanted using FIL Funds must be protected by a long-term protective agreement; and

WHEREAS, this Agreement is intended by the parties to serve as a long-term protective agreement under applicable state and local forest conservation law.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt whereof is hereby acknowledged, and pursuant to the requirements of the State Forest Conservation Act (*Natural Resources* Article §§ 5-1601, *et. seq.*) and Section 18 of Article III of Chapter 298 of the Charles County Code, the parties agree as follows:

1. The County agrees to use County FIL Funds in the amount of \$ _____ to fund the purchase, planting and maintenance of individual trees of native species planted on Owner’s property, identified as _____, Tax Account No. _____, Deed Reference _____, in the approximate locations noted on the site plan attached hereto as Exhibit A. If the property is in the Critical Area, funds from the County FIL Fund paid into the FIL Fund for Critical Area reforestation shall be used.

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2. The Property Owner shall provide for necessary maintenance of the trees to preserve their health for a period of two (2) years and during that time shall replace any trees that do not survive due to natural causes.

3. Property Owner grants the County a right of entry to ensure compliance with the terms of this Agreement, provided that reasonable advance notice shall be given to Owner prior to entry for this purpose.

4. Property Owner covenants and agrees that for a period of thirty (30) years from the date hereof, the plantings provided hereunder shall be retained undisturbed except for such necessary maintenance as may be required to preserve the health of the tree. No tree planted hereunder may be removed except with written approval of the Charles County Department of Planning and Growth Management, which shall only be granted on a showing of good cause that removal is necessary to prevent injury to person or property. In the event any tree planted hereunder is removed without the written approval of the Charles County Department of Planning and Growth Management, the Owner shall pay into the County forest conservation fund a minimum fee equal to the then-current fee-in-lieu amount provided by the County Code for non-critical area or critical area clearing, as applicable, calculated as the greater of 400 square feet per tree or such other area as determined by the Charles County Department of Planning and Growth Management based on the total square footage of the tree canopy. No other mitigation shall be required.

5. For the duration of the retention period covered by this agreement, the trees installed or maintained using County FIL Funds pursuant to this agreement may not be incorporated into a forest mitigation bank. For an existing forest mitigation bank, any trees installed or maintained using County FIL Funds may not be sold to compensate for forest impacts.

6. All fees due hereunder and any other costs or expense incurred by the County pursuant to this Agreement shall be subject to collection and enforcement by a civil action brought by the County per Section 25 of Article IV of Chapter 298 of the Charles County Code.

7. This Agreement shall run with the land and be binding on subsequent owners for the entire thirty-year term, and once complete, shall be recorded in Land Records by the County.

8. At least twelve (12) months prior to the conclusion of this thirty-year term agreement, the Owner shall notify the County of their intention to either sign a new long-term protective agreement or allow the Agreement to expire.

PROPERTY OWNER:

_____(SEAL)

_____(SEAL)

STATE OF _____ COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and acknowledged the foregoing Agreement to be his/her act.

WITNESS my hand and notarial seal.

Notary Public

My commission expires: _____

STATE OF _____ COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and acknowledged the foregoing Agreement to be his/her act.

WITNESS my hand and notarial seal.

Notary Public

My commission expires: _____

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**THE COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND**

_____ (SEAL)

by _____

its _____

REVIEWED FOR FORM AND LEGAL SUFFICIENCY:

_____ (SEAL)
Wesley Adams, Esq., County Attorney
Charles County, MD