

**MAINTENANCE AND MANAGEMENT AGREEMENT**  
**TREE REPLACEMENT**

**STREAM RESTORATION EXEMPTION**  
Annotated Code of Maryland 5-1602.b.12

Project Title: \_\_\_\_\_  
(as it appears on the approved Grading Plan or Site Plan)

Project ID # : \_\_\_\_\_  
(as assigned by Washington County, Maryland)

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between \_\_\_\_\_ (Owner/Applicant)  
\_\_\_\_\_  
(address)  
and the Washington County, Maryland (the "County").

WHEREAS, Owner holds title to certain real property, more particularly described as  
\_\_\_\_\_  
(address or brief property description) as evidenced by appropriate documentation recorded  
among the land records of Washington County, Maryland at Liber-Folio \_\_\_\_\_  
("Property"); and

WHEREAS, the Stream Restoration Project ("Project") proposed for this Property is  
subject to Chapter 5 of the Annotated Code of Maryland, pursuant to 5-1602.b.12 , whereby this  
chapter applies to a person required by law to obtain approval of a sediment control permit on a  
tract of land 20,000 square feet or larger; and

WHEREAS, the Owner has received confirmation, referenced as **Grading or Site Plan  
Plan No.** \_\_\_\_\_, which included a planting plan detailing the location  
of trees to be removed, replanting areas, and number of trees to be replanted ("Planting Plan"),  
that for the Project, per 5-1602.b.12, the requirements of the Washington County, Maryland  
Forest Conservation Ordinance do not apply to:

- (v) a stream restoration project for which the applicant for a sediment control permit has:
  - (1) agreed to replace every tree removed greater than 2" dBh and plant the new trees  
before the end of the first planting season after final stabilization
  - (2) confirmed that the tract is not included in a previously approved forest conservation  
plan; and
  - (3) executed a binding maintenance agreement for planting and maintenance of  
mitigation trees for at least 5 years with the affected property owner or owners, or with  
an agent of the landowner responsible for performing tree planting and care.

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 reforestation shall be planted by \_\_\_\_\_  
(*the landowner or an agent of the landowner responsible for performing tree planting and care*), in accordance with the specifications of the Planting Plan and as directed by the Forest Conservation Inspector ("Inspector").
2. The Owner shall provide the County, or its designee, reasonable access to the Property i) to make routine inspections or ii) to provide maintenance of the Forestation in the event the owner is found in default of this Agreement, to the areas of the reforestation.
3. Upon completion of all required plantings, the Owner shall notify the Inspector to schedule a post planting inspection for Planting Plan compliance. Upon acceptance of the plantings, the Inspector will provide the Owner with written notice of the start of the Maintenance and Management Period.
4. The Owner, or their agent, shall maintain and manage the forest plantings in accordance with the Planting Plan. This shall include but is not limited to:
  - \* watering, fertilizing, controlling competing vegetation and protecting plants from disease, pests (including deer) and mechanical injury during the initial planting and through the Maintenance and Management Period as necessary.
  - \* providing protection devices such as fencing, signage, and interpretive signs as necessary to prevent the destruction or degradation of the planting site.
5. The Owner, or their agent, shall monitor the reforestation site of the Property for the duration of the Maintenance and Management Period and the Owner shall replace any plantings that die within that Maintenance and Management Period to a minimum standard of at least \_\_\_% of the total trees planted, to ensure compliance consistent with survival requirements stated in the Washington County Forest Conservation Technical Manual.
6. The Owner must notify the Inspector at the end of the Maintenance and Management Period to schedule a final inspection. After verifying Planting Plan compliance, the Inspector shall issue to the Owner a written notice of completion. If the Inspector has determined that the survival requirements have been met, this Agreement may be released upon final inspection.
7. The Owner shall be responsible for maintaining the plantings upon the release of Agreement. The agent of the landowner responsible for performing tree planting and care during the Maintenance and Management Period shall not be responsible for the continued care of the plantings once the Agreement has been released unless contracted to do so by the Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes contained herein.

OWNER/APPLICANT (1)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name

NOTARY STATEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned individual, personally appeared \_\_\_\_\_, who acknowledged to be the \_\_\_\_\_, of \_\_\_\_\_, 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.

SEAL

\_\_\_\_\_  
Signature of notary public

My commission expires \_\_\_\_\_

OWNER/APPLICANT (2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned individual, personally appeared \_\_\_\_\_, who acknowledged to be the \_\_\_\_\_, of \_\_\_\_\_, 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.

**SEAL**

\_\_\_\_\_  
Signature of notary public

My commission expires \_\_\_\_\_

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The Maintenance and Management Agreement is hereby released on \_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_.

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Director  
Washington County Department of Planning and Zoning