



FOREST BANKING AGREEMENT
Pertaining to Section 1-21-29 of the Frederick County
Forest Resource Ordinance (FRO)

THIS FOREST BANKING AGREEMENT is made this _____ day of _____, 20____ by and between _____ ("Owner") and Frederick County, Maryland, a body corporate and politic (the "County").

WHEREAS, Owner is the owner of certain real estate described on Exhibit A, located in Frederick County, Maryland, a portion of which property has been approved for the Forest Banking Program by the County; and

WHEREAS the Owner and the County wish to set forth the terms under which the Owner shall participate in the Forest Banking Program created under Section 1-21-29 of the Forest Resource Ordinance; and

WHEREAS, in furtherance of the Forest Banking Program, the Owner has caused to be recorded among the Land Records of Frederick County, Maryland, a Forest Conservation Easement, restricting the Owner's use of a portion of the property except in compliance with the Forest Conservation Easement.

NOW THEREFORE WITNESSETH that for in consideration of the Owners participation in the Forest Banking Program, the granting of the Forest Conservation Easement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The recitals set forth above are incorporated as if fully set forth.

2. Forest Banking: In accordance with regulations propounded by the Maryland State Forest Conservation Act of 1991 and in accordance with the Forest Resource Ordinance of Frederick County, the Owner is hereby selected to participate in the Forest Banking Program. The Owner agrees to participate in the program for at least five (5) years from the date of this instrument (the "Minimum Period").

3. Grant of Forest Conservation Easement: The Owner hereby agrees to subject a portion of the property described in Exhibit A containing _____ acres, more or less, to Forest Conservation Easement (the "Easement Area"), under such terms and conditions set forth in the Forest Resource Easement, executed in conjunction with this agreement which terms are acceptable to the County.

4. Record Keeping. Upon recordation of the Forest Conservation Easement, the County shall establish a record tracking the total acreage set aside pursuant to said Easement for forest conservation purposes.

5. Easement Areas Available for Transfer: Before the County approves a transfer or use of forest banking credits, the County shall verify from its Inspector's site review that the conditions of the approved Final Forest Conservation Plan have been met with regard to establishment of protective

features and planting specifications; and, that any:

(A) "Existing Forest" meets the definition of "Standard Forest Density", or is covered by an acceptable financial guarantee, as provided in Section 1-21-25.

(B) "New Forest" has been planted, and either:

(i) has matured to meet the definition of "Standard Forest Density"; or

(ii) is covered by an acceptable FIPA and a financial guarantee, as provided in Section 1-21-25; has been planted in accordance with the Final Forest Conservation Plan; and has been inspected and approved by DPW/Inspectors.

6. Procedure: Upon reaching an agreement with another property owner to utilize a portion of the Owners' Easement Area, Owner shall notify the County by written instrument provided by the County and known as a "FRO Banking Transfer Form" signed by Owner and other property owner specifying the amount of the Easement Area allocated by Owner to the other Owner. Upon receipt of such notification, the County shall contemporaneously record each allocation from the Owner's Easement Area, the number of acres (or part thereof) within each allocation, and an aggregate total of acres (or part thereof) allocated from the Bank and remaining available for future use in accordance with the Forest Banking Project, which records shall control future allocations.

7. Termination of Forest Banking Agreement, etc.: In the event the County elects to terminate its Forest Banking Program, or in the event the Owner wishes to terminate his easement obligations for the balance of the Easement Area after expiration of the Minimum Period but prior to utilization of the entire Easement Area for Forest Conservation purposes, the Owner, by written request to the County, shall be entitled to request a release of the unutilized portions of its Easement Area. The termination shall not be effective until such time as a survey showing the proposed Easement Areas to remain subject to the easement and the area no longer to be subjected to the easement is approved by the Frederick County Planning Commission. The approval may be subject to conditions as may be required to effectuate the original intent of the Forest Conservation Easement.

8. Expenses of Terminating Easement Obligations: The expense of preparation of the survey and all documents necessary to effectuate a partial release shall be borne by the Owner. At its option, the County shall have sixty (60) days after approval of the area no longer to be subjected to the easement, to negotiate with the Owner to retain the Forest Conservation Easement. In the event the County elects not to negotiate such acquisition, or is unable to successfully do so within such time, the Board of County Commissioners shall execute and deliver a release in recordable form, for the approved area.

IN WITNESS WHEREOF, the parties set their hands and affix their seals the day and year first written above.

OWNER(S):

Witness

(SEAL)

(Type Name)

Witness

(SEAL)

(Type Name)

COUNTY

ATTEST:

FREDERICK COUNTY, MARYLAND, a body corporate and politic of the State of Maryland

By: _____
Chief Administrative Officer

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, who acknowledged that he/she is _____ [officer's title] of _____ [name of company], and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by him/herself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

***NOTE:** This Notary/Acknowledgment block is a sample appropriate for an officer of a corporation's signature. If the document is to be executed by an individual, a partner, or trustee, the appropriate Notary language must be supplied. A proper Notary/Acknowledgment block must be provided for every signator.

STATE OF MARYLAND, COUNTY OF FREDERICK, 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 _____, Chief Administrative Officer of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body public and corporate and that he is duly authorized to make this acknowledgment on its behalf.

Notary Public

My Commission Expires:_____